



Contract #

156454

STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following agency of the State of Utah:
Department Name: Attorney General's Office Agency Code: 80 Division Name: Investigation, referred to as the State Entity, and the following Contractor:

VirTra Systems Inc
Name _____
7970 South Kyrene Road
Address _____
Tempe AZ 85284
City State Zip _____

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Ryan Bray Phone #480-968-1488 ex:5012 Email rbray@virtra.com
Vendor #VC0000193220 Commodity Code #68049

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: The VirTra Shoot Simulator; a police training machine that puts officers in real life shoot, don't shoot, training scenarios. The training scenarios are to train officers in the state of Utah for Use of Force encounters that are important for public safety.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on RX# _____, FY _____, Bid# _____, a pre-approved sole source authorization (from the Division of Purchasing) # SS15364, or other method: _____.
4. CONTRACT PERIOD: Effective Date: 6/8/2015 Termination Date: 6/8/2021 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$378,242.85 for costs authorized by this contract. Prompt Payment Discount (if any): _____. Additional information regarding costs: _____
6. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods or Services
ATTACHMENT B: Scope of Work
ATTACHMENT C: N/A
ATTACHMENT D: N/A
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid # _____ dated _____.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature

6/18/15
Date

Ryan Bray - Regional Manager
Type or Print Name and Title

STATE

Agency's signature

6/25/15
Date

Director, Division of Purchasing
CONTRACT RECEIVED AND
PROCESSED BY
Division of Finance
Director, Division of Finance

6/30/15
Date

Nate Mutter
Director, Division of Purchasing

6/30/15
Date

Nate Mutter
Director, Division of Purchasing

Nate Mutter	801-707-4079		nmutter@utah.gov
Agency Contact Person	Telephone Number	Fax Number	Email

(Revision 1 April 2015)

ATTACHMENT A: STANDARD TERMS AND CONDITIONS FOR GOODS

This is for a contract for goods meaning all things (including specially manufactured goods) which are tangible including but not limited to materials, supplies, and equipment; and usually movable.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **Confidential Information** means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) **Contract** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
 - c) **Contract Signature Page(s)** means the State of Utah cover page(s) that the State Entity and Contractor signed.
 - d) **Contractor** means the individual or entity delivering the Goods identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **Goods** means all types of tangible personal property (commodities), including but not limited to materials, supplies, and equipment that Contractor is required to deliver to the State Entity under this Contract. To the extent this Contract entails delivery or performance of services (including maintenance, installation, or product support) such services will be deemed "Goods" within the meaning of the Utah Uniform Commercial Code when reasonable to do so.
 - f) **Proposal** means Contractor's response to the State Entity's Solicitation.
 - g) **Solicitation** means the documents used by the State Entity to obtain Contractor's Proposal.
 - h) **State Entity** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
 - i) **State of Utah** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - j) **Subcontractors** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all the Goods delivered under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State Entity or the State of Utah, unless disclosure has been made to the State Entity.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the State Entity. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of the State Entity.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including:

(i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if identified elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Goods ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Goods properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
14. **SALES TAX EXEMPTION:** The Goods under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

15. **WARRANTY:** Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to the Goods delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Goods perform according to all specific claims that Contractor made in its Proposal to the Solicitation; (ii) the Goods are suitable for the ordinary purposes for which such Goods are used; (iii) the Goods are suitable for any special purposes identified in the Proposal and the Solicitation; (iv) the Goods are designed and manufactured in a commercially reasonable manner; (v) the Goods are manufactured and in all other respects create no harm to persons or property; and (vi) the Goods are free of defects. Unless otherwise specified, all Goods provided shall be new and unused of the latest model or design.

Remedies available to the State Entity under this section include, but are not limited to, the following: Contractor will repair or replace(at no charge to the State Entity), within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Goods prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State Entity may otherwise have under this Contract.

16. **INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the State Entity within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the work is

performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
20. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Goods to perform an inspection of the Goods to determine whether the Goods conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Goods by the State Entity.
If Contractor delivers nonconforming Goods, the State Entity may, at its option and at Contractor's expense: (i) return the Goods for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Goods; or (iii) obtain replacement Goods from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Goods without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Goods. Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
21. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Goods to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.
22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Goods shall not be deemed an acceptance of the Goods and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.
23. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
24. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Goods, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
25. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.
26. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Goods that do not conform to this Contract.
27. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
28. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

29. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.
30. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
31. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
32. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
33. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
34. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The State Entity, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the State Entity appoints such an expert or panel, State Entity and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
35. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
36. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Goods that has not been cured.
37. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
38. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 1 April 2015)

ATTACHMENT B – SCOPE OF WORK-VIRTRA SYSTEMS INC

The VirTra Shoot Sminulator is a police training machine that puts officers in real life shoot, don't shoot, training scenarios. The training scenarios are to train officers in the state of Utah for Use of Force encounters that are important for public safety. The shoot simulator is a walk-in five screen 300 degree training center. The Threat Fire Device is a patented device VirTra offers that no one else can. It is a needed application in order to create a more realistic training environment. There will also be an extended warranty in the of 10% of the total cost of the machine per year.

VirTra Training Platform and Sound Effects Package offers an acoustical experience that allows the trainee to actually feel vibrations and sounds effects within the V-300 simulator further adding to the immersive environment of the V-300 System. The Training Platform and Sounds Effects Package helps create the most realistic Auditory Recognition model for situations that Law Enforcement Officers may face every day.

VirTra has none of the drawback of projectile shoot-back with no trainee injuries.

The Threat-Fire device is designed to fundamentally enhance the effectiveness of simulation training. The Threat-Fire device applies an electric voltage for a split-second, creating a local area of pain, less painful than a bullet impacting body armor.

Training Checklist provided by VirTra:

- Initial Setup and Testing (Some items may not be applicable).
- Visually Inspect the System and Explain it's Components.
- Open each box/container and verify all items are Accounted for
- Setup and Position Screen(s) and CPU Rack.
- Layout Speakers, All Wiring and Balance all Sound Levels.
- Install Training Platform.
- Install and Allign all Projected Images and Camera Views.
- Test all Weapon Kits and Wireless Accessories.
-
- Instructional Training (**Some items may not be applicable)
- Explain Proper Maintenance and Environmental Conditions.
- Explain the importance of Firearm Safety.
- Explain and Demonstrate how to Install Weapon Kits.
- ***Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling.
- Explain and Demonstrate how to Fill the Weapon Magazines.
- Explain and Demonstrate how to Properly Boot Up and Shutdown the System.
- Explain and Demonstrate Projector Alignment.
- Explain and Demonstrate Tracking Camera Calibration.

- Explain and Demonstrate how to Run VOS12™
- Explain and Demonstrate how to enter an Instructor and Trainee.
- Explain and Demonstrate how to Add a New Weapon Kit.
- Explain and Demonstrate how to Assign Trainee's and Weapons.
- Explain Laser ID's vs Pulse Lengths.
- Explain and Demonstrate how to Zero a Weapon.
- Explain and Demonstrate how to Run a Video Scenario.
- Explain and Demonstrate Scenario Branching.
- Explain and Demonstrate Directional Surround Sound.
- Explain and Demonstrate Scenario Debrief.
- Explain and Demonstrate Presentation Mode.
- Explain and Demonstrate how to Setup a Scenario Course.

***Explain and Demonstrate Low-Light.

***Explain and Demonstrate TMaR.

***Explain and Demonstrate Breach Door.

Explain and Demonstrate how to run and Configure VirTra Accessory Controller.

Explain and Demonstrate how to use VirTra Wireless Devices.

Explain and Demonstrate how to use VirTra Remote Desktop.

Explain and Demonstrate how to use Tracker Diagnostics.

Explain the functionality of VirTra System Control & Wake-On-LAN.

Explain and Demonstrate how to run Skill Building.

Explain and Demonstrate how to design a custom Course of Fire.

Explain and Demonstrate how to Grade and Save a Course of Fire.

***Explain and Demonstrate how to run V-Author™

***Explain and Demonstrate how to use the VirTra Pano Edit Tool.

***Explain and Demonstrate how to Create a V-Author™ Scenario.

***Explain and Demonstrate how to Export a New V-Author™ Scenario.

***Explain and Demonstrate how to run VOS13™.

Explain the Safety Precautions and Waiver.

Explain what consumable items are.

Explain the VirTra Warranty and Customer Service & Support Procedures.



Installer/Customer Sign-off

Customer Information

ANSWER

Agency/Customer Name(print)

Title/Rank

Address of Install

P.O. Box

City/Town

State/Province

Zip/Postal Code

Phone Number

Email

Acceptance Signature from Agency Representative

Date

(Please Print and Sign name upon completion of installation/Training)

VirTra Installer/Instructor

ANSWER

Name(print)

Signature

Date

Installation Completion Date

Training Completion Date

System Information

(Some

(items may not be applicable)

System Type:		Breach Door:	
OS:		TMaR:	
Screen Type:		Low-Light:	
Training Platform:		Wireless Devices:	
Touch Screen:		Tracking System:	
Refill Station:		Recharge Station	
Projection Type:		Content Library:	
Installation Type:	<input type="checkbox"/> NEW <input type="checkbox"/> UPGRADE <input type="checkbox"/> ACCESSORIES <input type="checkbox"/> SOFTWARE		

Weapon Systems and Accessories

Training Checklist

	Installer Initials	Customer Initials
Initial Setup and Testing (Some Items may not be applicable)		
Visually Inspect the System and Explain it's Components		
Open each box/container and verify all items are Accounted for		
Setup and Position Screen(s) and CPU Rack		
Layout Speakers, All Wiring and Balance all Sound Levels		
Install Training Platform		
Install and Align all Projected Images and Camera Views		
Test all Weapon Kits and Wireless Accessories		
Instructional Training (**Some Items may not be applicable)		
Explain Proper Maintenance and Environmental Conditions		
Explain the importance of Firearm Safety		
Explain and Demonstrate how to Install Weapon Kits		
***Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling		
Explain and Demonstrate how to Fill the Weapon Magazines		
Explain and Demonstrate how to Properly Boot Up and Shutdown the System		
Explain and Demonstrate Projector Alignment		
Explain and Demonstrate Tracking Camera Calibration		
Explain and Demonstrate how to Run VOS12™		
Explain and Demonstrate how to enter an Instructor and Trainee		
Explain and Demonstrate how to Add a New Weapon Kit		
Explain and Demonstrate how to Assign Trainee's and Weapons		
Explain Laser ID's vs Pulse Lengths		
Explain and Demonstrate how to Zero a Weapon		
Explain and Demonstrate how to Run a Video Scenario		
Explain and Demonstrate Scenario Branching		
Explain and Demonstrate Directional Surround Sound		
Explain and Demonstrate Scenario Debrief		
Explain and Demonstrate Presentation Mode		
Explain and Demonstrate how to Setup a Scenario Course		

***Explain and Demonstrate Low-Light		
***Explain and Demonstrate TMaR		
***Explain and Demonstrate Breach Door		
Explain and Demonstrate how to run and Configure VirTra Accessory Controller		
Explain and Demonstrate how to use VirTra Wireless Devices		
Explain and Demonstrate how to use VirTra Remote Desktop		
Explain and Demonstrate how to use Tracker Diagnostics		
Explain the functionality of VirTra System Control & Wake-On-LAN		
Explain and Demonstrate how to run Skill Buiding		
Explain and Demonstrate how to design a custom Course of Fire		
Explain and Demonstrate how to Grade and Save a Course of Fire		
***Explain and Demonstrate how to run V-Author™		
***Eplain and Demonstrate how to use the VirTra Pano Edit Tool		
***Explain and Demonstrate how to Create a V-Author™ Scenario		
***Explain and Demonstrate how to Export a New V-Author™ Scenario		
***Explain and Demonstrate how to run VOS13™		
Explain the Safety Precautions and Waiver		
Explain what consumable items are		
Explain the VirTra Warranty and Customer Service & Support Procedures		

Special Notes

Installer Notes:

Customer Notes:

Sign Off

(By signing, I agree that the system(s) is fully functional and I can successfully operate the system(s))

Customer		VirTra Installer	
Print Name:		Print Name:	
Signature:		Signature:	
Date:		Date:	

SAFETY NOTICES

The Customer shall implement and enforce the safety notices shown below for all users of the VirTra system and accessories.

- * Do not attempt to open or service VirTra recoil kits while under pressure. VirTra recoil kits contain high-pressure which can cause severe injury or death. If a problem occurs with a VirTra recoil kit, contact VirTra immediately.
- * Absolutely no live weapons or ammunition shall be allowed within the vicinity of the training simulator. Violation of live firearms mixing with non-live firearms could result in injury or death.
- * Never activate a laser emitting device towards your eyes or another person's eyes. This equipment contains products that emit invisible laser energy that could, if misused, damage the user's eyes. Users must never point a training firearm (or any other laser emitting device) at their own eye or another's eye.
- * Some VirTra products contain raised or elevated stages. Users shall be warned that falling off the stage could cause injury to person or property.
- * Some VirTra products contain Threat-Fire™ devices. Threat-Fire™ devices provide an electric impulse of up to 2.5 seconds in duration at the point of contact (do not connect or place Threat-Fire™ devices over the user's heart). Only VirTra trained instructors are authorized to activate or use Threat-Fire™ devices , and the use of Threat-Fire™ devices for punishment or to cause repeated pain to a user is strictly prohibited.

TRAINING ACKNOWLEDGEMENT

I have received instruction from VirTra on the safe and proper operation of the VirTra simulation equipment. Furthermore, I have asked any and all questions of VirTra's staff member about safety concerns and I have received acceptable responses to those questions. I acknowledge that VirTra is not an accrediting body and does not endorse or approve training procedure(s), and VirTra shall not be liable for training that is performed or the actions of those trained. I further acknowledge that:

1. Scenarios are provided to instructors as a training tool only, and VirTra disclaims any and all liability associated with the proper or improper use of the VirTra system, scenarios or accessories, including Threat-Fire™ devices. VirTra does not endorse any training program(s).
2. VirTra has provided me with the Safety Notices, shown above. I have read these notices, understand the notices, and agree to strictly enforce a safety program that accommodates for these safety notices for the protection of myself, users, and others.

By signing below, as the duly authorized representative for my company or organization, I acknowledge that I have read, understand and agree with the safety notices and training acknowledgment above.

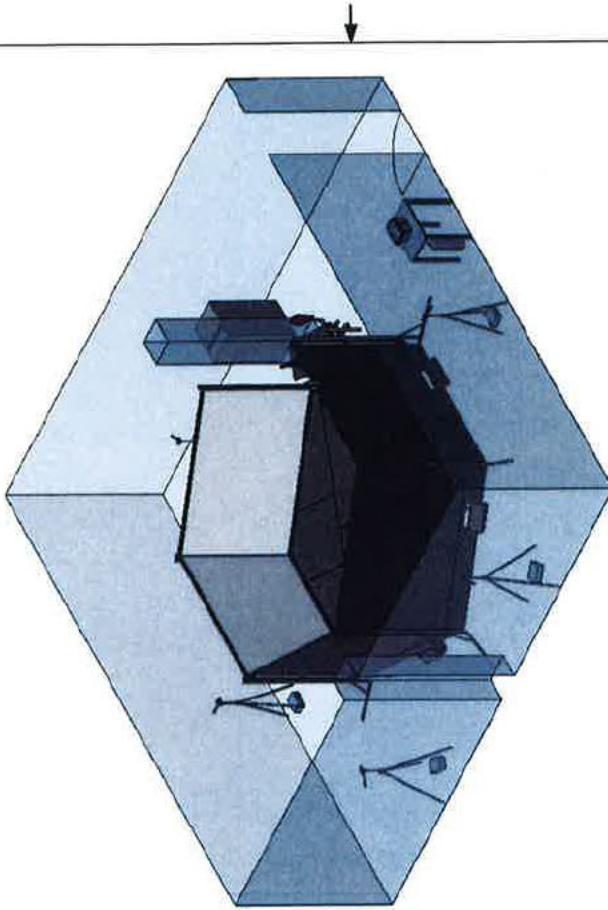
Print Name

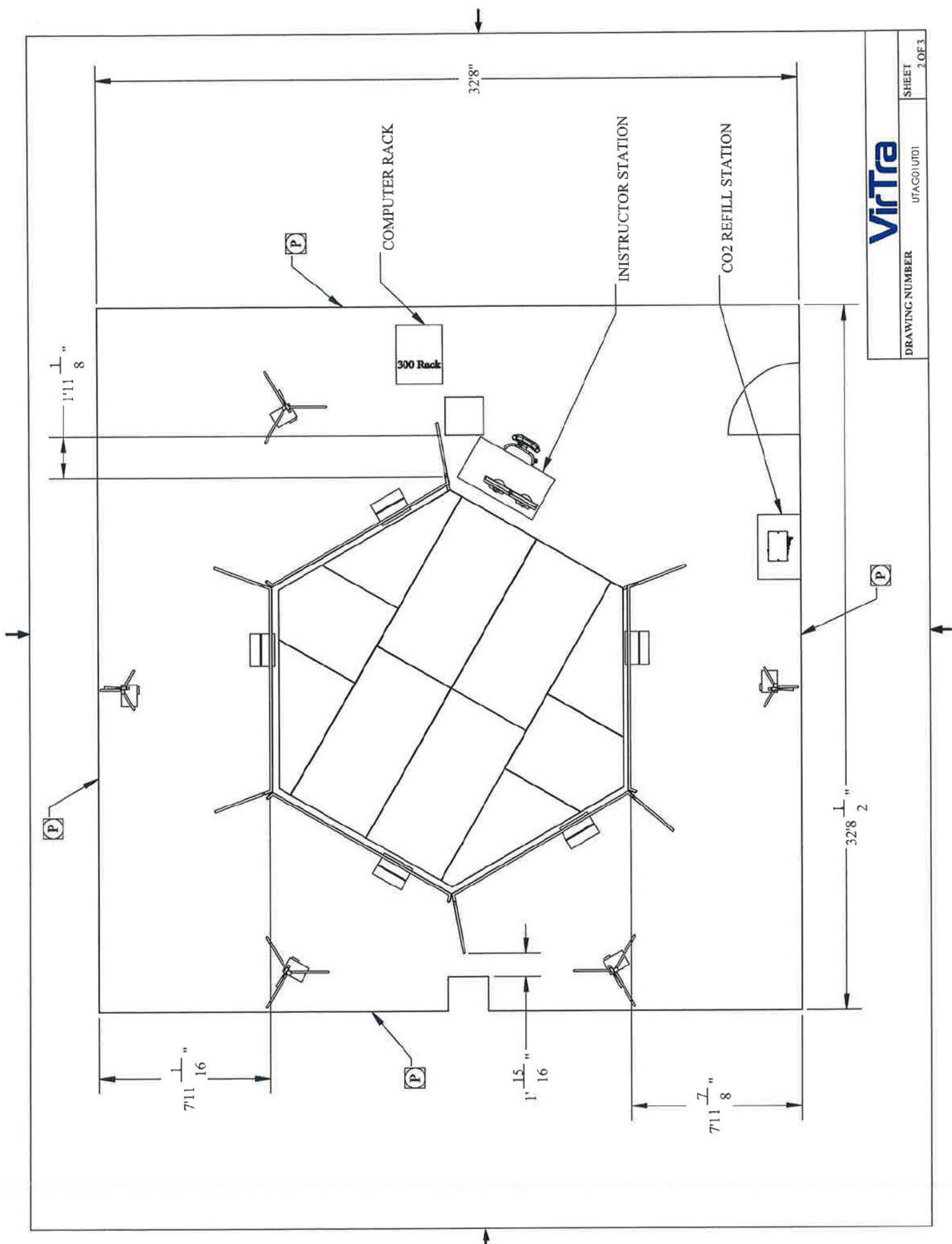
Signature

Date

NOTE(S):

1. ELECTRICAL: REQ'D AT LEAST (2) DUAL OUTLETS EACH ON SEPARATE 20A CIRCUITS AROUND THE PERIMETER OF THE SYSTEM BASE (110V 60Hz)
2.  = POWER RECEPTACLE ON WALL
3. SYSTEM NOT TO ENCOUNTER AMBIENT LIGHT DURING TRAINING OR USE
4. ROOM NEEDS ADEQUATE CLIMATE CONTROL RECOMMENDED ENVIRONMENT FOR ELECTRONICS: ~60°F - 75°F
5. CUSTOMER IS RESPONSIBLE FOR FOLLOWING BUILDING CODE FOR ANY MODIFICATIONS
6. APPROX. ~50' OF ACCESS SPACE RECOMMENDED BETWEEN SIMULATOR ENTRANCE AND OPPOSING WALL FOR INSTRUCTOR'S STATION
7. UNOBSTRUCTED ACCESS TO SIMULATOR ROOM REQUIRED
8. GIVEN DIMENSIONS IN FEET' INCHES" AND ARE SUBJECT TO CHANGE





VirTra

DRAWING NUMBER
UTAG0101

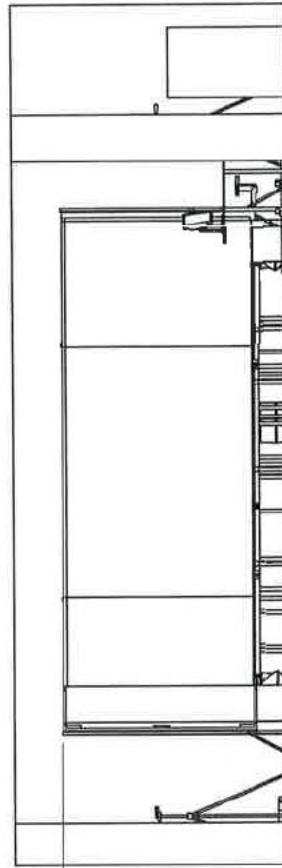
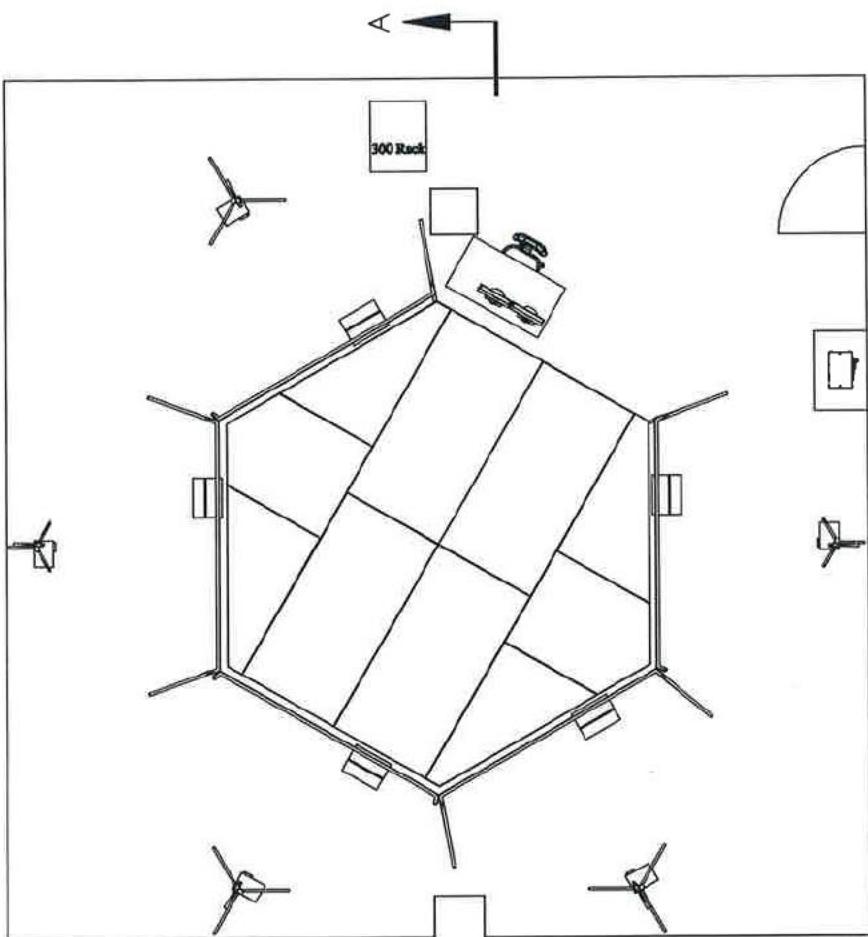
SHEET
3 OF 3

SECTION A-A

SCALE 1 : 85

8'8"
FLOOR TO
TOP OF SCREEN
FRAME

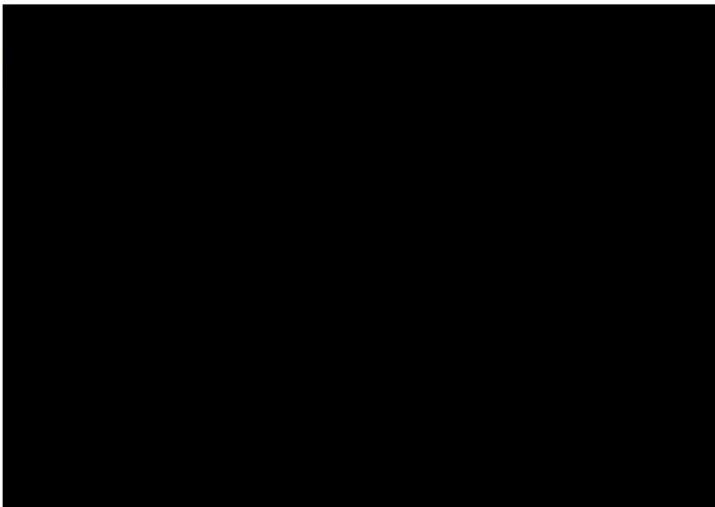
UT AG 18-175 Ader 014





Quote prepared for:

Utah Attorney General's Office
Investigations Division
Nate Mutter
5272 S. College Drive, STE 200
Murray, UT 84123
801-707-4079 (m)
nmutter@utah.gov
801-281-1205



Confidential. Do Not Distribute.

[REDACTED]



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Purchasing & General Services
3150 State Office Building, Capitol Hill, Salt Lake City Utah 84114-1061
Phone: 801-538-3026 Fax: 801-538-3882 www.purchasing.utah.gov

Solicitation #:	(Filled in by the Division of Purchasing)
Public Notice Period:	(Filled in by the Division of Purchasing)
Issuing Procurement Unit:	Division of Purchasing
Conducting Procurement Unit:	

This is not a competitive procurement solicitation

Section 63G-6a-802 of the Utah Procurement Code provides that the Division of Purchasing may award a contract for a procurement item without competition if the Division of Purchasing determines in writing that: (a) there is only one source for the procurement item; (b) the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; or (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.

The Division of Purchasing created this sole source request form as a determination that a sole source contract should be awarded to the vendor identified herein. This sole source request form is only for comments regarding the proposed sole source procurement identified herein. It is not a request for quotes, bids, or proposals. DO NOT submit questions, bids, quotes, proposals, or other information in Bidsync. Please read the justification very carefully.

Pursuant to the Utah Procurement Code Section 63G-6a-406(3)(a), unless exempt from publication under the Utah Procurement Code or applicable rules of the Utah Administrative Code, this sole source procurement notice shall be published for at least seven days before the acquisition of the sole source procurement item, unless the Division of Purchasing reduces the seven-day period.

A person may contest this sole source request prior to the closing of the public notice period by submitting the following information in writing to the Division of Purchasing: (a) the name of the contesting person; and (b) a detailed explanation of the challenge, including documentation showing that there are other competing sources for the procurement item. Do not respond through the BidSync system; instead, please refer to the contact information in the Bid Comments section on BidSync. **DO NOT CONTACT THE CONDUCTING PROCUREMENT UNIT.** All request information regarding this sole source procurement, including obtaining additional information, can be obtained through the Division of Purchasing. No action is required if you agree this proposed purchase is a valid sole source request.

It is anticipated that this sole source procurement will result in a: (Check one and fill in the appropriate fields for an agency contract or the RQS number for a PO)

RESULT	ACTION
<input checked="" type="checkbox"/> Agency Contract	1. The term of this contract will be: <u>5 years</u> and renewal options: <u>0</u> . 2. Earliest date that the Conducting Procurement Unit may make the sole source procurement: <u>6-8-2015</u> . (The Division of Purchasing will enter the date.)
<input type="checkbox"/> Purchase Order	Earliest date that the Conducting Procurement Unit may make the sole source procurement: <u> </u> . (The Division of Purchasing will enter the date.)

Description of Product / Service to be Purchased:	The VirTra Shoot Simulator is a police training machine that puts officers in real life shoot, don't shoot, training scenarios. The training scenarios are to train officers in the state of Utah for Use of Force encounters that are important for public safety. The shoot simulator is a walk-in five screen 300 degree training center. The Threat Fire Device is patented device VirTra offers that no one else can. It is a needed application in order to create a more realistic training environment. There will also be an extended warranty in the amount of 10% of the total cost of the machine per year.
Total Cost for the Entire Term of the	\$378,242.85

Posted 5/22/2014, Last Update 5/21/2016

ALL SOLE SOURCE REQUESTS OVER \$1,000 MUST BE PRE-APPROVED BY STATE PL OF THE ADMINISTRATIVE RULES APPLIES TO THE PROCUREMENT.

- Email this completed form along with a copy of the total cost from the vendor to purchasingsolesource@utah.gov prior to contract creation.
- A Sole Source Procurement is appropriate if the State Purchasing determines in writing that: (a) there is only one source for the procurement item; (b) the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; or (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.
- An urgent or unexpected circumstance or requirement for a procurement item does not justify the award of sole source procurement.
- Complete each section and provide as much information as needed to fully respond. Please click on the grey fields to insert your information. Use your tab key to advance to the next field. Please complete all fields below.
- Requests missing information will be rejected and returned to requestor for completion.
- Please provide a copy of the terms and conditions you provided to the vendor to State Purchasing, if any.

The first two pages will not be posted; however, all of the subsequently numbered pages may be posted, as is, for public notice and comment. Please be complete in your answers and use correct grammar and spelling.

For Technology Contracts or Purchase Orders Only:

All Information Technology (IT) Sole Source procurements must be submitted to the Department of Technology Services for initial review. DTS will send the sole source to State Purchasing. "Information Technology" is defined in Utah Code 63F-1-102 as meaning all computerized and auxiliary automated information handling including: (a) systems design and analysis; (b) acquisition, storage, and conversion of data; (c) computer programming; (d) information storage and retrieval; (e) voice, radio, video, and data communications; (f) requisite systems controls; (g) simulation; and (h) all related interactions between people and machines.

- IT Sole Sources resulting in a contract must be sent to dtscontracts@utah.gov
- IT Sole Sources resulting in a purchase orders must be sent to dtsprocurement@utah.gov

Vendor Name:	VirTra Systems Inc
Vendor Contact Person:	Ryan Bray
Vendor E-mail Address:	rbray@virtra.com
Vendor Telephone Number:	480-968-1488 ext 5012
Vendor Fax Number:	480-968-1448
Vendor Ordering Address:	7970 S Kyrene Rd Tempe AZ 85284
Vendor Remittance Address:	Same as Above
FINET Vendor Number (if available):	

All items in the above section are required.

Complete the following if no FINET number exists

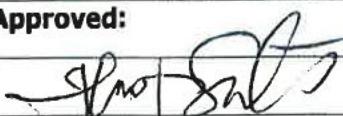
Vendor Federal Tax ID# (TIN): (9 Digits)	93-1207631
Type of Vendor	For-Profit Corporation

Conducting Procurement Unit Contact Information:

Department/Division Name:	Investigation Division Utah Attorney General's Office
Contact Person and Title:	Nate Mutter/Section Chief
E-mail Address:	nmutter@utah.gov
Telephone Number:	801-707-4079
DTS Contact (Required for Information Technology SS):	

<input checked="" type="checkbox"/>	Agency Contract	<ol style="list-style-type: none"> 1. An RQM in Finet is NOT required. 2. Insert requested term of contract: <u>5 years</u> and renewal options: <u>0</u> (The standard contract term for executive branch procurement units is five years. See Utah Administrative Code R33-12-404. If renewals are requested, written justification is required. A trial use or testing of a procurement item under a trial use contract may not exceed 18 months. See Utah Code 63G-6a-802) 3. Earliest date that the Conducting Procurement Unit may make the sole source procurement: <u>6-8-2015</u> (The Division of Purchasing will enter in the date. Cannot be prior to the date this sole source form is signed by the Division of Purchasing.)
<input type="checkbox"/>	Purchase Order	<ol style="list-style-type: none"> 1. Insert the RQS Number: _____ 2. Earliest date that the Conducting Procurement Unit may make the sole source procurement: _____. (The Division of Purchasing will enter in the date. Cannot be prior to the date this sole source form is signed by the Division of Purchasing.)

When submitted by email, type requestor's name on the signature line. The requestor must have signature authority for this purchase. The email will constitute the electronic signature.

Requested by:		Approved:	/
Sharon Conrad	5-22-2015		6.3.15
Authorized Agency Signature	Date <u>7/1</u>	Kent D. Beers, Director	Date
Title: Financial Manager 1	Division of Purchasing		

To Be Filled Out By Division of Purchasing Before the Public Posting Period: Agent:

The public notice period shall be (Check the box that applies):

- a. At least seven days before the acquisition of the sole source procurement item for sole source procurements over \$50,000.00.
- b. Sole source procurements under \$50,000.00 are not required to be published, but may be published at the discretion of the chief procurement officer or head of a procurement unit with independent procurement authority. Published: Not Published:
- c. Publication is not required for a sole source procurement pursuant to a trial use contract.
- d. Publication is waived for a sole source procurement:
 - For public utility services;
 - For award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item;
 - For other circumstances as determined in writing by the chief procurement officer or head of a procurement unit with independent procurement authority.

The Terms and Conditions that will be attached to the awarded agency contract/purchase order:

Agency Contract:	<input checked="" type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> IT for DTS only <input type="checkbox"/> Att. B IT Non-DTS (include DTS Exception Form, if applicable)
Purchase Order:	<input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> IT for DTS only <input type="checkbox"/> Att. B IT Non-DTS (include DTS Exception Form, if applicable)
Agency Documents:	<input type="checkbox"/> Other, please provide a copy to the Division of Purchasing <input type="checkbox"/> Business Associate Agreement

For Division of Purchasing Use After the Public Posting Period:	Agent: <u>VINNESSA B</u>
Sole Source Notice#:	<u>VBSS 15364</u>
Commodity Code(s):	<u>68049, 34045</u>
# of Vendors Sent To:	<u>102</u>
Additional Research:	<u>internet search, Milo Range was notified via bidsync of this bid</u>
Summary of Contest(s) Received & Determination:	<u>f</u>
Recommendation:	<u>Award</u>

Contract:	
Freight Cost (F.O.B. Destination, Freight Prepaid):	\$0.00
Vendor Name:	Virtra

Explain in detail the service or product to be procured:

The VirTra Shoot Simulator is a police training machine that puts officers in real life shoot, don't shoot, training scenarios. The training scenarios are to train officers in the state of Utah for Use of Force encounters that are important for public safety. The shoot simulator is a walk-in five screen 300 degree training center. The Threat Fire Device is patented device VirTra offers that no one else can. It is a needed application in order to create a more realistic training environment. There will also be an extended warranty in the amount of 10% of the total cost of the machine per year.

Define why there is only one source by checking all that apply below and completing the corresponding action at the right.

<input checked="" type="checkbox"/>	There is only one source for the procurement item.	Complete section A
<input type="checkbox"/>	Procurement of public utility services.	Complete section A
<input type="checkbox"/>	Compatibility of equipment, technology, software, accessories, replacement parts, or service, including professional services, is the paramount consideration.	Complete sections A and B
<input type="checkbox"/>	Transitional costs are unreasonable or cost prohibitive.	Complete sections A and B
<input type="checkbox"/>	The award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item.	Complete section C
<input type="checkbox"/>	A procurement item is needed for trial use or testing to determine whether the procurement item will benefit the agency.	Complete section D
<input type="checkbox"/>	Leasing of personal property (not real property).	Refer to section E

Section A: GENERAL INFORMATION

1.	What is unique about this product/service to justify a sole source? (Explain in detail why the service or product is only available from a single supplier.)
	<p>VirTra Systems 300 LE is an interactive video/audio/sensory experience firearms training simulator. The simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees in order to translate the training in to real world survival skills.</p> <p>There are only two current companies to our knowledge that offer a <u>300 degree simulator product</u>. The two companies are VirTra and Milo Range (Milo Range Theater). Although both companies offer similarities and uniqueness to their product, there are two very distinct and important aspects of the VirTra simulator that the Milo Range Theater does not have; these are described below.</p> <p>VirTra offers a training platform and sound effect package that Milo Range does not offer. The VirTra Training Platform and Sound Effects Package offers an acoustical experience that allows the trainee to actually feel vibrations and sounds effects within the V-300 simulator further adding to the immersive environment of the V-300 System. The Training Platform and Sounds Effects Package helps create the most realistic Auditory Recognition model for situations that Law Enforcement Officers may face every day.</p> <p>VirTra also offers a patented consequence device that Milo Range Theater cannot offer. Prior to the invention of VirTra's Threat-Fire™ a common way to apply pressure to trainees was through a turret that fired projectiles at the trainee during simulation training; this option is offered through Milo Range Theater. This method had several drawbacks: it required safety glasses be worn during training, focused instructor attention on aiming the device, projectiles could hit sensitive areas and cause injury to the trainees, the turret was in one static location potentially leading to negative training, and instructors had to constantly retrieve the projectiles. Since introduction in 2005, VirTra's Threat-Fire device has been quickly adopted by</p>

progressive agencies around the world, as it has none of the drawback of projectile shoot-back and several advantages, with no reported trainee injuries.

A world leader in use of force training, VirTra's invention of the Threat-Fire device has designed to fundamentally enhance the effectiveness of simulation training. The Threat-Fire device applies an electric voltage for a split-second, creating a local area of pain, less painful than a bullet impacting body armor. The trainee knows they could experience pain during training, so they take the training far more seriously, leading to more effective training. In addition, the extra stress and pressure during training helps better prepare the trainee for a real life or death situation where a mistake could have dire consequences.

The Threat Fire device's importance is shown through a recent patent defense with FAAC; the parent company of Milo Range. Tempe, Arizona (April 22, 2015) — VirTra Systems (OTC Pink: VTSI), a leading provider of use of force simulators and firearms training simulators to military, law enforcement agencies and other organizations, today announced that it has successfully defended its' patents in the simulation marketplace and has settled a suit with FAAC. The particular patents for this suit are US Patent No. 8,267,691 entitled THREAT FIRE SIMULATION AND TRAINING SYSTEM and US Patent No. 8,016,594 entitled METHOD OF TRAINING UTILIZING A THREAT FIRE SIMULATION SYSTEM.

FAAC and VirTra agreed to an undisclosed settlement and FAAC agrees not to infringe the VirTra patents.

The two features offered through VirTra, the training platform and the Threat Fire device, create a more realistic and lifelike environment to allow for unique and technologically advanced police training. With the current scrutiny on police training and use of force, every detail counts.

2.	Could the product/service be reasonably modified to allow for competition?
	No
3.	Explain the market research performed to make the sole source recommendation?
	Research was done in person and through the internet. The Office went to the Shot Show in Las Vegas Nevada in January 2015 to experience the training simulators referenced in this request. Internet research has also revealed that the two companies listed below are the only two companies that offer the 300-degree shoot simulator the Office is looking to purchase; to our knowledge. Virtra is the only company that offers the Threat Fire Device as patented.
4.	List the names of other similar vendors contacted, contact person, and a summary of their response, if there is only one source for the procurement item.
	Milo Range (Robert McCue 303-887-5811) VirTra (Ryan Bray 602-684-2991)
5.	Complete disclosure must be included with this request if the requestor has any personal, financial, or fiduciary relationship with the recommended vendor. (Please Attach)

Section B: COMPATIBILITY OF EQUIPMENT/TRANSITIONAL COSTS

1.	Describe the existing equipment, technology, software, accessories, replacement parts, or service, hereafter referred to as equipment, with which this purchase must be compatible; include the original purchase price and date of purchase for the existing equipment.
2.	Please supply the following:
	a. Procurement method was used to purchase the existing equipment? (IFB, RFP, Sole Source).
	b. Solicitation number, RQS number, or sole source number for the existing equipment
	c. Contract number for the existing equipment
3.	What is the actual or estimated remaining life expectancy of the existing equipment?
4.	What are the transitional costs for moving to new equipment, including professional services?

Section C: THE AWARD TO A SPECIFIC SUPPLIER, SERVICE PROVIDER, OR CONTRACTOR IS A CONDITION OF A DONATION THAT WILL FUND THE FULL COST OF THE SUPPLY, SERVICE, OR CONSTRUCTION ITEM

1.	Is the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item?
2.	Who made the donation?
3.	Documentation and terms pertaining to the donation is attached. <input type="checkbox"/>

Section D: A PROCUREMENT ITEM IS NEEDED FOR TRIAL USE OR TESTING TO DETERMINE WHETHER THE PROCUREMENT ITEM WILL BENEFIT THE AGENCY

1.	Why is the trial use or testing necessary? (Explain the purpose of the trial use or testing of the procurement item.)
2.	What is the anticipated end result of the trial or test?
3.	Do any other similar vendors provide this product or service? a. If yes, list the company names: b. Will their products be tested?
4.	What criteria were used to choose this vendor?
5.	What is the scope, size, and location of test or trial?
6.	Contracts for trial and testing must follow the criteria listed in UCA 63G-6a-802 (6). <input type="checkbox"/>
7.	The period for a trial use or testing of a procurement item under a trial use contract may not exceed 18 months, unless the procurement officer provides a written exception documenting the reason for a longer period. <input type="checkbox"/>

Section E: LEASING PERSONAL PROPERTY (Not Real Property)

Lease sole source requests must include an approved *FI 9 State of Utah Lease Obligation Record* form from the Division of Finance. The *FI 9 State of Utah Lease Obligation Record* form can be found on the Division of Finance website finance.utah.gov under Forms. The Finance policy *FIACCT 09-21.00 Fixed Assets – Leases* can be found on the Division of Finance website under Accounting Policies and Procedures.

Approved FI 9 attached.

Contact information to contest or obtain additional information relating to this sole source procurement. (To be filled out by the Division of Purchasing):

Name:	
Phone Number:	
E-mail Address:	

Approved As To Form

By: Asst. Attorney General
Date: 02/06/2015

63G-6a-802. Award of contract without competition -- Notice -- Extension of contract without engaging in standard procurement process.

(1) As used in this section:

(a) "Transitional costs" mean the costs of changing from an existing provider of, or type of, a procurement item to another provider of, or type of, procurement item.

(b) "Transitional costs" include:

- (i) training costs;
- (ii) conversion costs;
- (iii) compatibility costs;
- (iv) system downtime;
- (v) disruption of service;
- (vi) staff time necessary to put the transition into effect;
- (vii) installation costs; and
- (viii) ancillary software, hardware, equipment, or construction costs.

(c) "Transitional costs" do not include:

- (i) the costs of preparing for or engaging in a procurement process; or
- (ii) contract negotiation or contract drafting costs.

(d) "Trial use contract" means a contract between a procurement unit and a vendor for a procurement item that the procurement unit acquires for trial use or testing to determine whether the procurement item will benefit the procurement unit.

(2) The division or a procurement unit with independent procurement authority may award a contract for a procurement item without competition if the procurement officer, the head of the procurement unit, or a designee of either who is senior to the procurement officer or the head of the procurement unit, determines in writing that:

(a) there is only one source for the procurement item;

(b) the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; or

(c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.

(3) Circumstances under which there is only one source for a procurement item may include:

(a) where the most important consideration in obtaining a procurement item is the compatibility of equipment, technology, software, accessories, replacement parts, or service;

(b) where transitional costs are unreasonable or cost prohibitive; or

(c) procurement of public utility services.

(4) (a) Subject to Subsection (4)(b), the applicable rulemaking authority shall make rules regarding the publication of notice for a sole source procurement that, at a minimum, require publication of notice of a sole source procurement, in accordance with Section 63G-6a-406, if the cost of the procurement exceeds \$50,000.

(b) Publication of notice under Section 63G-6a-406 is not required for:

- (i) the procurement of public utility services pursuant to a sole source contract; or
- (ii) other sole source procurements provided by rule.

(5) The division or a procurement unit with independent procurement authority who awards a sole source contract on behalf of another procurement unit shall negotiate with the contractor to ensure that the terms of the contract, including price and delivery, are in the best interest of the procurement unit.

(6) (a) The period of trial use or testing of a procurement item under a trial use contract may not exceed 18 months, unless the procurement officer provides a written exception documenting the reason for a longer period.

(b) A trial use contract shall:

(i) state that the purpose of the contract is strictly for the purpose of the trial use or testing of a procurement item;

(ii) state that the contract terminates upon completion of the trial use or testing period;

(iii) state that, after the trial use or testing period, the procurement unit is not obligated to purchase or enter into a contract for the procurement item, regardless of the trial use or testing result;

(iv) state that any purchase of the procurement item beyond the terms of the trial use contract will be made in accordance with this chapter; and

(v) include, as applicable:

(A) test schedules;

(B) deadlines and a termination date;

(C) measures that will be used to evaluate the performance of the procurement item;

(D) any fees and associated expenses or an explanation of the circumstances warranting a waiver of those fees and expenses;

(E) the obligations of the procurement unit and vendor;

(F) provisions regarding the ownership of the procurement item during and after the trial use or testing period;

- (G) an explanation of the grounds upon which the contract may be terminated;
 - (H) a limitation of liability;
 - (I) a consequential damage waiver provision;
 - (J) a statement regarding the confidentiality or nondisclosure of information;
 - (K) a provision relating to any required bond or security deposit; and
 - (L) other requirements unique to the procurement item for trial use or testing.
- (c) Publication of notice under Section 63G-6a-406 is not required for a procurement pursuant to a trial use contract.
- (7) The division or a procurement unit with independent procurement authority may extend a contract for a reasonable period of time without engaging in a standard procurement process, if:
- (a) the award of a new contract for the procurement item is delayed due to a protest or appeal;
 - (b) the standard procurement process is delayed due to unintentional error;
 - (c) changes in industry standards require significant changes to specifications for the procurement item;
 - (d) the extension is necessary to prevent the loss of federal funds;
 - (e) the extension is necessary to address a circumstance where the appropriation of state or federal funds has been delayed;
 - (f) the extension covers the period of time during which contract negotiations with a new provider are being conducted; or
 - (g) the extension is necessary to avoid a lapse in critical governmental services that may negatively impact public health, safety, or welfare.

Amended by Chapter 196, 2014 General Session

R33-8-101. Sole Source - Award of Contract Without Competition.

- (1) Sole source procurements shall be conducted in accordance with the requirements set forth in Section 63G-6a-802, Utah Procurement Code. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and should be used in conjunction with the Procurement Code.
- (2) A sole source procurement may be conducted if:
- (a) there is only one source for the procurement item;
 - (b) the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item; or
 - (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.
- (3) An urgent or unexpected circumstance or requirement for a procurement item does not justify the award of a sole source procurement.
- (4) Requests for a procurement to be conducted as a sole source shall be submitted in writing to the chief procurement officer or head of a procurement unit with independent procurement authority for approval.
- (5) The sole source request shall be submitted to the chief procurement officer or the head of a procurement unit with independent procurement authority and shall include:
- (a) a description of the procurement item;
 - (b) the total dollar value of the procurement item, including, when applicable, the actual or estimated full lifecycle cost of maintenance and service agreements;
 - (c) the duration of the proposed sole source contract;
 - (d) an authorized signature of the conducting procurement unit;
 - (e) unless the sole source procurement is conducted under Rule R33-8-101-2(b) or (c), research completed by the conducting procurement unit documenting that there are no other competing sources for the procurement item;
 - (f) any other information requested by the chief procurement officer or the head of a procurement unit with independent procurement authority; and
- (6) a sole source request form containing all of the requirements of Rule R33-8-101(5) shall be available on the division's website.
- (7) Except as provided in (b), sole source procurements over \$50,000 shall be published in accordance with Section 63G-6a-406.

- (a) Sole source procurements under \$50,000 are not required to be published but may be published at the discretion of the chief procurement officer or head of a procurement unit with independent procurement authority.
- (b) The requirement for publication of notice for a sole source procurement is waived:
 - (i) for public utility services;
 - (ii) if the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item; or
 - (iii) for other circumstances as determined in writing by the chief procurement officer or head of a procurement unit with independent procurement authority.

(8) A person may contest a sole source procurement prior to the closing of the public notice period set forth in Section 63G-6a-406 by submitting the following information in writing to the chief procurement officer or head of a procurement unit with independent procurement authority:

- (a) the name of the contesting person; and
- (b) a detailed explanation of the challenge, including documentation showing that there are other competing sources for the procurement item.

(9) Upon receipt of information contesting a sole source procurement, the chief procurement officer or head of a procurement unit with independent procurement authority shall conduct an investigation to determine the validity of the challenge and make a written determination either supporting or denying the challenge.

R33-8-201. Trial Use or Testing of a Procurement Item, Including New Technology.

The trial use or testing of a procurement item, including new technology, shall be conducted as set forth in Section 63G-6a-802, Utah Procurement Code.

Date of Enactment or Last Substantive Amendment

July 8, 2014

Changing Your Sole Source into a Contract

Your sole source request has been returned to you with a front page for your contract and the appropriate terms and conditions for attachment A.

1. Review the contract front page for accuracy. The following changes can be made:
 - A. As appropriate, enter the name of the Division which is responsible for the contract. If the contract is for the entire Department, then this field can remain blank.
 - B. Review the beginning and ending dates and make changes if needed. The beginning date cannot be prior to the date the request was signed by State Purchasing. The initial time period and renewal options cannot exceed the time periods approved on the sole source.
 - C. The commodity code can be changed if it does not meet the needs of the agency.
 - D. General Purpose of Contract. What the technician entered may not meet your needs. Please review and make changes as needed.
 - E. The agency contact person should be reviewed and changed if needed.
 - F. If you have questions about other changes, please contact the purchasing agent that reviewed your sole source request.
2. Create a Scope of Work labeling it "Scope of Work Attachment B" using the Scope of Work Checklist.
3. Make three copies of the front page of the contract, the terms and conditions which were included with the signed sole source, and the scope of work.
4. Collate the three sets of copies in the appropriate order. Use the Contract Checklist (attached) to verify that everything has been done.
5. Follow your internal process for getting the copies signed first by the vendor and then by the appropriate person in the agency.
6. Attach one copy of the signed sole source to the three copies of the signed contracts. The signed sole source was emailed to the agency from State Purchasing.
7. Please send all three copies and a copy of the sole source to Rachel Cheney @ Interdepartmental mail box 141061. Rachel will start it through the Purchasing review process. For your information, Purchasing will keep one signed copy of all contract documents and the sole source for their records.
8. The Division of Purchasing has on their web page, www.purchasing.utah.gov under the "Buyer Information Tab", an "Agency Contract Tracking System" to assist you in

**Sharon Conrad <sconrad@utah.gov>**

Fwd: APPROVED ss15364_VirTra Systems Inc

1 message

Nathan Mutter <nmutter@utah.gov>
To: Sharon Conrad <sconrad@utah.gov>

Mon, Jun 8, 2015 at 4:50 PM

Where do we go from here?

----- Forwarded message -----

From: "Puchasingsolesource DAS" <purchasingsolesource@utah.gov>
Date: Jun 8, 2015 10:49 AM
Subject: APPROVED ss15364_VirTra Systems Inc
To: <nmutter@utah.gov>
Cc: "VINESSA BALDWIN" <vinessabaldwin@utah.gov>

Your sole source request for ss15364_VirTra Systems Inc has been approved by the Division of Purchasing.
Please see the attached signed sole source request, contract cover sheet, changing your sole source into a contract information sheet and terms and conditions.

As you review the contract cover sheet, please consider the following:

- The Legal Status of Contractor was not on the sole source. Please mark the appropriate box on the contract.
- The effective date and termination date are based on the information supplied in the sole source. These dates can be adjusted; **however, the effective date on the contract cannot be prior to the approval signature date on the sole source.**
- The terms and conditions that accompany this email were chosen by the state purchasing agent. No changes should be made to the T&C without consulting the agent listed below.

When all the contract paperwork is completed, please print at least three copies to send to State Purchasing: one for the vendor, one for you, and one for State Purchasing. Have the vendor sign the copies and submit them through your proper agency channels for signatures. Then send the three signed contracts copies and one copy of the signed sole source to State Purchasing (Box 141061) The Sole Source does not need to be an "attachment" to the contract, but we do need a copy of the Sole Source sent with the contract as backup information.

When the review process is complete in State Purchasing, we will send back two signed contracts. The third contract and the sole source paperwork will be kept on file at State Purchasing.

Please do not print or send us a copy of this email, the signature on the Sole Source tells us that it has been approved.

If you have any questions about the Sole Source, please call Purchasing at 801-538-3525 and speak with Vinessa Baldwin, the purchasing agent that is responsible for this commodity.

Thank you,

Patty Yacks
State of Utah, Division of Purchasing
Phone: 801-538-3010
Interoffice Mailbox: 141061

4 attachments

 **Changing Your Sole Source into a Contract Nov2013.doc**
41K

 **ss15364_VirTra Systems Inc.pdf**
4992K

 **Standard Terms and Conditions for Goods - Agency Contract - 1 April 2015.docx**
46K

 **ss15364_VirTra Systems Inc.doc**
114K

Attachment #1

VirTra Systems 300 LE is an interactive video/audio/sensory experience firearms training simulator. The simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees in order to translate the training in to real world survival skills.

There are only two current companies to our knowledge that offer a 300 degree simulator product. The two companies are VirTra and Milo Range (Milo Range Theater). Although both companies offersimilarities and uniqueness to their product, there are two very distinct and important aspects of the VirTra simulator that the Milo Range Theater does not have; these are described below.

VirTra offers a training platform and sound effect package that Milo Range does not offer. The VirTra Training Platform and Sound Effects Package offers an acoustical experience that allows the trainee to actually feel vibrations and sounds effects within the V-300 simulator further adding to the immersive environment of the V-300 System. The Training Platform and Sounds Effects Package helps create the most realistic Auditory Recognition model for situations that Law Enforcement Officers may face every day.

VirTra also offers a patented consequence device that Milo Range Theater cannot offer. Prior to the invention of VirTra's Threat-Fire™ a common way to apply pressure to trainees was through a turret that fired projectiles at the trainee during simulation training; this option is offered through Milo Range Theater. This method had several drawbacks: it required safety glasses be worn during training, focused instructor attention on aiming the device, projectiles could hit sensitive areas and cause injury to the trainees, the turret was in one static location potentially leading to negative training, and instructors had to constantly retrieve the projectiles. Since introduction in 2005, VirTra's Threat-Fire device has been quickly adopted by progressive agencies around the world, as it has none of the drawback of projectile shoot-back and several advantages, with no reported trainee injuries.

A world leader in use of force training, VirTra's invention of the Threat-Fire device has designed to fundamentally enhance the effectiveness of simulation training. The Threat-Fire device applies an electric voltage for a split-second, creating a local area of pain, less painful than a bullet impacting body armor. The trainee knows they could experience pain during training, so they take the training far more seriously, leading to more effective training. In addition, the extra stress and pressure during training helps better prepare the trainee for a real life or death situation where a mistake could have dire consequences.

The Threat Fire device's importance is shown through a recent patent defense with FAAC; the parent company of Milo Range. Tempe, Arizona (April 22, 2015) — VirTra Systems (OTC Pink: VTSI), a leading provider of use of force simulators and firearms training simulators to military, law enforcement agencies and other organizations, today announced that it has

successfully defended its' patents in the simulation marketplace and has settled a suit with FAAC. The particular patents for this suit are US Patent No. 8,267,691 entitled THREAT FIRE SIMULATION AND TRAINING SYSTEM and US Patent No. 8,016,594 entitled METHOD OF TRAINING UTILIZING A THREAT FIRE SIMULATION SYSTEM.

FAAC and VirTra agreed to an undisclosed settlement and FAAC agrees not to infringe the VirTra patents.

The two features offered through VirTra, the training platform and the Threat Fire device, create a more realistic and lifelike environment to allow for unique and technologically advanced police training. With the current scrutiny on police training and use of force, every detail counts.



Sharon Conrad <sconrad@utah.gov>

Re: RE: VirTra Simulators Installation Checklist

1 message

Nathan Mutter <nmutter@utah.gov>
To: Sharon Conrad <sconrad@utah.gov>

Thu, Jun 11, 2015 at 4:18 PM

Sounds good. Thanks again

On Jun 11, 2015 4:00 PM, "Sharon Conrad" <sconrad@utah.gov> wrote:

It will be Monday before I get to it.

On Thu, Jun 11, 2015 at 3:58 PM, Nathan Mutter <nmutter@utah.gov> wrote:

Great...thanks

On Jun 11, 2015 3:58 PM, "Sharon Conrad" <sconrad@utah.gov> wrote:

Yes, and I will add it to the info on the sole source.

On Thu, Jun 11, 2015 at 3:48 PM, Nathan Mutter <nmutter@utah.gov> wrote:

Here you go, will this work?

----- Forwarded message -----

From: "Ryan Bray" <rbray@virtra.com>
Date: Jun 11, 2015 3:39 PM
Subject: RE: VirTra Simulators Installation Checklist
To: "Nathan Mutter" <nmutter@utah.gov>
Cc:

Nate-

Technically, that's a Controlled Document from VirTra and I am probably not supposed to send in another format but if I can have your word that you won't make any changes you can use the below text as needed.

Training Checklist

Initial Setup and Testing (Some items may not be applicable)

Visually Inspect the System and Explain it's Components

Open each box/container and verify all items are Accounted for

Setup and Position Screen(s) and CPU Rack

Layout Speakers, All Wiring and Balance all Sound Levels

Install Training Platform

Install and Align all Projected Images and Camera Views

Test all Weapon Kits and Wireless Accessories

Instructional Training (Some items may not be applicable)**

Explain Proper Maintenance and Environmental Conditions

Explain the importance of Firearm Safety

Explain and Demonstrate how to Install Weapon Kits

***Explain and Demonstrate how to use the VirTra Refill Station & Tank Filling

Explain and Demonstrate how to Fill the Weapon Magazines

Explain and Demonstrate how to Properly Boot Up and Shutdown the System

Explain and Demonstrate Projector Alignment

Explain and Demonstrate Tracking Camera Calibration

Explain and Demonstrate how to Run VOS12™

Explain and Demonstrate how to enter an Instructor and Trainee

Explain and Demonstrate how to Add a New Weapon Kit

Explain and Demonstrate how to Assign Trainee's and Weapons

Explain Laser ID's vs Pulse Lengths

Explain and Demonstrate how to Zero a Weapon

Explain and Demonstrate how to Run a Video Scenario

Explain and Demonstrate Scenario Branching

Explain and Demonstrate Directional Surround Sound

Explain and Demonstrate Scenario Debrief

Explain and Demonstrate Presentation Mode

Explain and Demonstrate how to Setup a Scenario Course

***Explain and Demonstrate Low-Light

***Explain and Demonstrate TMar

*****Explain and Demonstrate Breach Door**

Explain and Demonstrate how to run and Configure VirTra Accessory Controller

Explain and Demonstrate how to use VirTra Wireless Devices

Explain and Demonstrate how to use VirTra Remote Desktop

Explain and Demonstrate how to use Tracker Diagnostics

Explain the functionality of VirTra System Control & Wake-On-LAN

Explain and Demonstrate how to run Skill Buiding

Explain and Demonstrate how to design a custom Course of Fire

Explain and Demonstrate how to Grade and Save a Course of Fire

*****Explain and Demonstrate how to run V-Author™**

*****Eplain and Demonstrate how to use the VirTra Pano Edit Tool**

*****Explain and Demonstrate how to Create a V-Author™ Scenario**

*****Explain and Demonstrate how to Export a New V-Author™ Scenario**

*****Explain and Demonstrate how to run VOS13™**

Explain the Safety Precautions and Waiver

Explain what consumable items are

Explain the VirTra Warranty and Customer Service & Support Procedures

Will that work?

RYAN BRAY

REGIONAL MANAGER

VirTra

WWW.VIRTRA.COM

7970 S. Kyrene Road | Tempe, AZ 85284 | USA

office: [480.968.1488 x5012](tel:480.968.1488x5012) | **mobile:** [602.684.2991](tel:602.684.2991) | **fax:** [480.968.1448](tel:480.968.1448) | **email:** rbray@virtra.com

If you have received this communication in error, please notify the sender by reply e-mail and immediately delete this message and any attachments. This message and any attachments are solely for the use of the individual or entity to which it is addressed and may contain information that is privileged or confidential. If you are not the intended recipient, any disclosure, use or distribution of the information contained herein is prohibited. In the event this document(s) contains technical data within the definition of the International Traffic in Arms Regulations or Export Administration Regulations, it is subject to the export control laws of the U.S. Government. Transfer of this data by any means to a foreign person, whether in the United States or abroad, without an export license or other approval from the U.S. Department of State or U.S. Department of Commerce, is prohibited. Thank you.

From: Nathan Mutter [mailto:nmutter@utah.gov]

Sent: Thursday, June 11, 2015 11:45 AM

To: Ryan Bray

Subject: Re: VirTra Simulators Installation Checklist

UT AG 18-175 Ader 036

SOLE SOURCE REQUEST FORM

ALL SOLE SOURCE REQUESTS OVER \$1,000 MUST BE PRE-APPROVED BY STATE PURCHASING, UNLESS R33-4-104 OF THE ADMINISTRATIVE RULES APPLIES TO THE PROCUREMENT.

- Email this completed form along with a copy of the total cost from the vendor to purchasingsolesource@utah.gov prior to contract creation.
- A Sole Source Procurement is appropriate if the State Purchasing determines in writing that: (a) there is only one source for the procurement item; (b) the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; or (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.
- An urgent or unexpected circumstance or requirement for a procurement item does not justify the award of sole source procurement.
- Complete each section and provide as much information as needed to fully respond. Please click on the grey fields to insert your information. Use your tab key to advance to the next field. Please complete all fields below.
- Requests missing information will be rejected and returned to requestor for completion.
- Please provide a copy of the terms and conditions you provided to the vendor to State Purchasing, if any.

The first two pages will not be posted; however, all of the subsequently numbered pages may be posted, as is, for public notice and comment. Please be complete in your answers and use correct grammar and spelling.

For Technology Contracts or Purchase Orders Only:

All Information Technology (IT) Sole Source procurements must be submitted to the Department of Technology Services for initial review. DTS will send the sole source to State Purchasing. "Information Technology" is defined in Utah Code 63F-1-102 as meaning all computerized and auxiliary automated information handling including: (a) systems design and analysis; (b) acquisition, storage, and conversion of data; (c) computer programming; (d) information storage and retrieval; (e) voice, radio, video, and data communications; (f) requisite systems controls; (g) simulation; and (h) all related interactions between people and machines.

- IT Sole Sources resulting in a contract must be sent to dtscontracts@utah.gov
- IT Sole Sources resulting in a purchase orders must be sent to dtsprocurement@utah.gov

Vendor Name:	VirTra Systems Inc
Vendor Contact Person:	Ryan Bray
Vendor E-mail Address:	rbray@virtra.com
Vendor Telephone Number:	480-968-1488 ext 5012
Vendor Fax Number:	480-968-1448
Vendor Ordering Address:	7970 S Kyrene Rd Tempe AZ 85284
Vendor Remittance Address:	Same as Above
FINET Vendor Number (if available):	

All items in the above section are required.

Complete the following if no FINET number exists

Vendor Federal Tax ID# (TIN): (9 Digits)	93-1207631
Type of Vendor	For-Profit Corporation

Conducting Procurement Unit Contact Information:

Department/Division Name:	Investigation Division Utah Attorney General's Office
Contact Person and Title:	Nate Mutter/Section Chief
E-mail Address:	nmutter@utah.gov
Telephone Number:	801-707-4079
DTS Contact (Required for Information Technology SS):	

<input checked="" type="checkbox"/>	Agency Contract	1. An RQM in Finet is NOT required. 2. Insert requested term of contract: <u>5 years</u> and renewal options: <u>0</u> . (The standard contract term for executive branch procurement units is five years. See Utah Administrative Code R33-12-404. If renewals are requested, written justification is required. A trial use or testing of a procurement item under a trial use contract may not exceed 18 months. See Utah Code 63G-6a-802) 3. Earliest date that the Conducting Procurement Unit may make the sole source procurement: <u>6-8-2015</u> (The Division of Purchasing will enter in the date. Cannot be prior to the date this sole source form is signed by the Division of Purchasing.)
<input type="checkbox"/>	Purchase Order	1. Insert the RQS Number: _____ 2. Earliest date that the Conducting Procurement Unit may make the sole source procurement: _____ (The Division of Purchasing will enter in the date. Cannot be prior to the date this sole source form is signed by the Division of Purchasing.)

When submitted by email, type requestor's name on the signature line. The requestor must have signature authority for this purchase. The email will constitute the electronic signature.

Requested by:		Approved:	
Sharon Conrad	5-22-2015		
Authorized Agency Signature	Date	Kent D. Beers, Director	Date
Title: Financial Manager 1		Division of Purchasing	

To Be Filled Out By Division of Purchasing Before the Public Posting Period:		Agent:
The public notice period shall be (Check the box that applies):		
a.	At least seven days before the acquisition of the sole source procurement item for sole source procurements over \$50,000.00. <input type="checkbox"/>	
b.	Sole source procurements under \$50,000.00 are not required to be published, but may be published at the discretion of the chief procurement officer or head of a procurement unit with independent procurement authority. Published: <input type="checkbox"/> Not Published: <input type="checkbox"/>	
c.	Publication is not required for a sole source procurement pursuant to a trial use contract. <input type="checkbox"/>	
d.	Publication is waived for a sole source procurement: <input type="checkbox"/> For public utility services; <input type="checkbox"/> For award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; <input type="checkbox"/> For other circumstances as determined in writing by the chief procurement officer or head of a procurement unit with independent procurement authority.	

The Terms and Conditions that will be attached to the awarded agency contract/purchase order:		
Agency Contract:	<input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> IT for DTS only <input type="checkbox"/> Att. B IT Non-DTS (include DTS Exception Form, if applicable)	
Purchase Order:	<input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> IT for DTS only <input type="checkbox"/> Att. B IT-Non DTS (include DTS Exception Form, if applicable)	
Agency Documents:	<input type="checkbox"/> Other, please provide a copy to the Division of Purchasing <input type="checkbox"/> Business Associate Agreement	

For Division of Purchasing Use After the Public Posting Period:		Agent:
Sole Source Notice#:		
Commodity Code(s):		
# of Vendors Sent To:		
Additional Research:		
Summary of Contest(s) Received & Determination:		
Recommendation:		



STATE OF UTAH - DEPARTMENT OF ADMINISTRATIVE SERVICES
Division of Purchasing & General Services

3150 State Office Building, Capitol Hill, Salt Lake City Utah 84114-1061
Phone: 801-538-3026 Fax: 801-538-3882 www.purchasing.utah.gov

Solicitation #:	(Filled in by the Division of Purchasing)
Public Notice Period:	(Filled in by the Division of Purchasing)
Issuing Procurement Unit: Division of Purchasing	
Conducting Procurement Unit:	

This is not a competitive procurement solicitation

Section 63G-6a-802 of the Utah Procurement Code provides that the Division of Purchasing may award a contract for a procurement item without competition if the Division of Purchasing determines in writing that: (a) there is only one source for the procurement item; (b) the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; or (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.

The Division of Purchasing created this sole source request form as a determination that a sole source contract should be awarded to the vendor identified herein. This sole source request form is only for comments regarding the proposed sole source procurement identified herein. It is not a request for quotes, bids, or proposals. DO NOT submit questions, bids, quotes, proposals, or other information in Bidsync. Please read the justification very carefully.

Pursuant to the Utah Procurement Code Section 63G-6a-406(3)(a), unless exempt from publication under the Utah Procurement Code or applicable rules of the Utah Administrative Code, this sole source procurement notice shall be published for at least seven days before the acquisition of the sole source procurement item, unless the Division of Purchasing reduces the seven-day period.

A person may contest this sole source request prior to the closing of the public notice period by submitting the following information in writing to the Division of Purchasing: (a) the name of the contesting person; and (b) a detailed explanation of the challenge, including documentation showing that there are other competing sources for the procurement item. Do not respond through the BidSync system; instead, please refer to the contact information in the Bid Comments section on BidSync. **DO NOT CONTACT THE CONDUCTING PROCUREMENT UNIT.** All request information regarding this sole source procurement, including obtaining additional information, can be obtained through the Division of Purchasing. No action is required if you agree this proposed purchase is a valid sole source request.

It is anticipated that this sole source procurement will result in a: (Check one and fill in the appropriate fields for an agency contract or the RQS number for a PO)

	RESULT	ACTION
<input checked="" type="checkbox"/>	Agency Contract	1. The term of this contract will be: <u>5 years</u> and renewal options: <u>0</u> . 2. Earliest date that the Conducting Procurement Unit may make the sole source procurement: <u>6-8-2015</u> . (The Division of Purchasing will enter the date.)
<input type="checkbox"/>	Purchase Order	Earliest date that the Conducting Procurement Unit may make the sole source procurement: _____ . (The Division of Purchasing will enter the date.)

Description of Product / Service to be Purchased:	The VirTra Shoot Simulator is a police training machine that puts officers in real life shoot, don't shoot, training scenarios. The training scenarios are to train officers in the state of Utah for Use of Force encounters that are important for public safety. The shoot simulator is a walk-in five screen 300 degree training center. The Threat Fire Device is patented device VirTra offers that no one else can. It is a needed application in order to create a more realistic training environment. There will also be an extended warranty in the amount of 10% of the total cost of the machine per year.
Total Cost for the Entire Term of the Contract:	\$378,242.85

Contract:	
Freight Cost (F.O.B. Destination, Freight Prepaid):	\$0.00
Vendor Name:	Virtra

Explain in detail the service or product to be procured:

The VirTra Shoot Simulator is a police training machine that puts officers in real life shoot, don't shoot, training scenarios. The training scenarios are to train officers in the state of Utah for Use of Force encounters that are important for public safety. The shoot simulator is a walk-in five screen 300 degree training center. The Threat Fire Device is patented device VirTra offers that no one else can. It is a needed application in order to create a more realistic training environment. There will also be an extended warranty in the amount of 10% of the total cost of the machine per year.

Define why there is only one source by checking all that apply below and completing the corresponding action at the right.

<input checked="" type="checkbox"/>	There is only one source for the procurement item.	Complete section A
<input type="checkbox"/>	Procurement of public utility services.	Complete section A
<input type="checkbox"/>	Compatibility of equipment, technology, software, accessories, replacement parts, or service, including professional services, is the paramount consideration.	Complete sections A and B
<input type="checkbox"/>	Transitional costs are unreasonable or cost prohibitive.	Complete sections A and B
<input type="checkbox"/>	The award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item.	Complete section C
<input type="checkbox"/>	A procurement item is needed for trial use or testing to determine whether the procurement item will benefit the agency.	Complete section D
<input type="checkbox"/>	Leasing of personal property (not real property).	Refer to section E

Section A: GENERAL INFORMATION

1.	What is unique about this product/service to justify a sole source? (Explain in detail why the service or product is only available from a single supplier.)
	<p>VirTra Systems 300 LE is an interactive video/audio/sensory experience firearms training simulator. The simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees in order to translate the training into real world survival skills.</p> <p>There are only two current companies to our knowledge that offer a 300 degree simulator product. The two companies are VirTra and Milo Range (Milo Range Theater). Although both companies offer similarities and uniqueness to their product, there are two very distinct and important aspects of the VirTra simulator that the Milo Range Theater does not have; these are described below.</p> <p>VirTra offers a training platform and sound effect package that Milo Range does not offer. The VirTra Training Platform and Sound Effects Package offers an acoustical experience that allows the trainee to actually feel vibrations and sounds effects within the V-300 simulator further adding to the immersive environment of the V-300 System. The Training Platform and Sounds Effects Package helps create the most realistic Auditory Recognition model for situations that Law Enforcement Officers may face every day.</p> <p>VirTra also offers a patented consequence device that Milo Range Theater cannot offer. Prior to the invention of VirTra's Threat-Fire™ a common way to apply pressure to trainees was through a turret that fired projectiles at the trainee during simulation training; this option is offered through Milo Range Theater. This method had several drawbacks: it required safety glasses be worn during training, focused instructor attention on aiming the device, projectiles could hit sensitive areas and cause injury to the trainees, the turret was in one static location potentially leading to negative training, and instructors had to constantly retrieve the projectiles. Since introduction in 2005, VirTra's Threat-Fire device has been quickly adopted by</p>

progressive agencies around the world, as it has none of the drawback of projectile shoot-back and several advantages, with no reported trainee injuries.

A world leader in use of force training, VirTra's invention of the Threat-Fire device has designed to fundamentally enhance the effectiveness of simulation training. The Threat-Fire device applies an electric voltage for a split-second, creating a local area of pain, less painful than a bullet impacting body armor. The trainee knows they could experience pain during training, so they take the training far more seriously, leading to more effective training. In addition, the extra stress and pressure during training helps better prepare the trainee for a real life or death situation where a mistake could have dire consequences.

The Threat Fire device's importance is shown through a recent patent defense with FAAC; the parent company of Milo Range. Tempe, Arizona (April 22, 2015) — VirTra Systems (OTC Pink: VTSI), a leading provider of use of force simulators and firearms training simulators to military, law enforcement agencies and other organizations, today announced that it has successfully defended its' patents in the simulation marketplace and has settled a suit with FAAC. The particular patents for this suit are US Patent No. 8,267,691 entitled THREAT FIRE SIMULATION AND TRAINING SYSTEM and US Patent No. 8,016,594 entitled METHOD OF TRAINING UTILIZING A THREAT FIRE SIMULATION SYSTEM.

FAAC and VirTra agreed to an undisclosed settlement and FAAC agrees not to infringe the VirTra patents.

The two features offered through VirTra, the training platform and the Threat Fire device, create a more realistic and lifelike environment to allow for unique and technologically advanced police training. With the current scrutiny on police training and use of force, every detail counts.

2.	Could the product/service be reasonably modified to allow for competition?
	No
3.	Explain the market research performed to make the sole source recommendation?
	Research was done in person and through the internet. The Office went to the Shot Show in Las Vegas Nevada in January 2015 to experience the training simulators referenced in this request. Internet research has also revealed that the two companies listed below are the only two companies that offer the 300-degree shoot simulator the Office is looking to purchase; to our knowledge. Virtra is the only company that offers the Threat Fire Device as patented.
4.	List the names of other similar vendors contacted, contact person, and a summary of their response, if there is only one source for the procurement item.
	Milo Range (Robert McCue 303-887-5811) VirTra (Ryan Bray 602-684-2991)
5.	Complete disclosure must be included with this request if the requestor has any personal, financial, or fiduciary relationship with the recommended vendor. (Please Attach)

Section B: COMPATIBILITY OF EQUIPMENT/TRANSITIONAL COSTS

1.	Describe the existing equipment, technology, software, accessories, replacement parts, or service, hereafter referred to as equipment, with which this purchase must be compatible; include the original purchase price and date of purchase for the existing equipment.
2.	Please supply the following: a. Procurement method was used to purchase the existing equipment? (IFB, RFP, Sole Source). b. Solicitation number, RQS number, or sole source number for the existing equipment c. Contract number for the existing equipment
3.	What is the actual or estimated remaining life expectancy of the existing equipment?
4.	What are the transitional costs for moving to new equipment, including professional services?

Section C: THE AWARD TO A SPECIFIC SUPPLIER, SERVICE PROVIDER, OR CONTRACTOR IS A CONDITION OF A DONATION THAT WILL FUND THE FULL COST OF THE SUPPLY, SERVICE, OR CONSTRUCTION ITEM

1.	Is the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item?
2.	Who made the donation?
3.	Documentation and terms pertaining to the donation is attached. <input type="checkbox"/>

Section D: A PROCUREMENT ITEM IS NEEDED FOR TRIAL USE OR TESTING TO DETERMINE WHETHER THE PROCUREMENT ITEM WILL BENEFIT THE AGENCY

1.	Why is the trial use or testing necessary? (Explain the purpose of the trial use or testing of the procurement item.)
2.	What is the anticipated end result of the trial or test?
3.	Do any other similar vendors provide this product or service? a. If yes, list the company names: b. Will their products be tested?
4.	What criteria were used to choose this vendor?
5.	What is the scope, size, and location of test or trial?
6.	Contracts for trial and testing must follow the criteria listed in UCA 63G-6a-802 (6). <input type="checkbox"/>
7.	The period for a trial use or testing of a procurement item under a trial use contract may not exceed 18 months, unless the procurement officer provides a written exception documenting the reason for a longer period. <input type="checkbox"/>

Section E: LEASING PERSONAL PROPERTY (Not Real Property)

Lease sole source requests must include an approved *FI 9 State of Utah Lease Obligation Record* form from the Division of Finance. The *FI 9 State of Utah Lease Obligation Record* form can be found on the Division of Finance website finance.utah.gov under Forms. The Finance policy *FIACCT 09-21.00 Fixed Assets – Leases* can be found on the Division of Finance website under Accounting Policies and Procedures.

Approved FI 9 attached.

Contact information to contest or obtain additional information relating to this sole source procurement. (To be filled out by the Division of Purchasing):

Name:	
Phone Number:	
E-mail Address:	

Approved As To Form
By: Asst. Attorney General
Date: 02/06/2015

63G-6a-802. Award of contract without competition -- Notice -- Extension of contract without engaging in standard procurement process.

(1) As used in this section:

(a) "Transitional costs" mean the costs of changing from an existing provider of, or type of, a procurement item to another provider of, or type of, procurement item.

(b) "Transitional costs" include:

- (i) training costs;
- (ii) conversion costs;
- (iii) compatibility costs;
- (iv) system downtime;
- (v) disruption of service;
- (vi) staff time necessary to put the transition into effect;
- (vii) installation costs; and
- (viii) ancillary software, hardware, equipment, or construction costs.

(c) "Transitional costs" do not include:

- (i) the costs of preparing for or engaging in a procurement process; or
- (ii) contract negotiation or contract drafting costs.

(d) "Trial use contract" means a contract between a procurement unit and a vendor for a procurement item that the procurement unit acquires for trial use or testing to determine whether the procurement item will benefit the procurement unit.

(2) The division or a procurement unit with independent procurement authority may award a contract for a procurement item without competition if the procurement officer, the head of the procurement unit, or a designee of either who is senior to the procurement officer or the head of the procurement unit, determines in writing that:

(a) there is only one source for the procurement item;

(b) the award to a specific supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item; or

(c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.

(3) Circumstances under which there is only one source for a procurement item may include:

(a) where the most important consideration in obtaining a procurement item is the compatibility of equipment, technology, software, accessories, replacement parts, or service;

(b) where transitional costs are unreasonable or cost prohibitive; or

(c) procurement of public utility services.

(4) (a) Subject to Subsection (4)(b), the applicable rulemaking authority shall make rules regarding the publication of notice for a sole source procurement that, at a minimum, require publication of notice of a sole source procurement, in accordance with Section 63G-6a-406, if the cost of the procurement exceeds \$50,000.

(b) Publication of notice under Section 63G-6a-406 is not required for:

- (i) the procurement of public utility services pursuant to a sole source contract; or
- (ii) other sole source procurements provided by rule.

(5) The division or a procurement unit with independent procurement authority who awards a sole source contract on behalf of another procurement unit shall negotiate with the contractor to ensure that the terms of the contract, including price and delivery, are in the best interest of the procurement unit.

(6) (a) The period of trial use or testing of a procurement item under a trial use contract may not exceed 18 months, unless the procurement officer provides a written exception documenting the reason for a longer period.

(b) A trial use contract shall:

(i) state that the purpose of the contract is strictly for the purpose of the trial use or testing of a procurement item;

(ii) state that the contract terminates upon completion of the trial use or testing period;

(iii) state that, after the trial use or testing period, the procurement unit is not obligated to purchase or enter into a contract for the procurement item, regardless of the trial use or testing result;

(iv) state that any purchase of the procurement item beyond the terms of the trial use contract will be made in accordance with this chapter; and

(v) include, as applicable:

(A) test schedules;

(B) deadlines and a termination date;

(C) measures that will be used to evaluate the performance of the procurement item;

(D) any fees and associated expenses or an explanation of the circumstances warranting a waiver of those fees and expenses;

(E) the obligations of the procurement unit and vendor;

(F) provisions regarding the ownership of the procurement item during and after the trial use or testing period;

- (G) an explanation of the grounds upon which the contract may be terminated;
 - (H) a limitation of liability;
 - (I) a consequential damage waiver provision;
 - (J) a statement regarding the confidentiality or nondisclosure of information;
 - (K) a provision relating to any required bond or security deposit; and
 - (L) other requirements unique to the procurement item for trial use or testing.
- (c) Publication of notice under Section 63G-6a-406 is not required for a procurement pursuant to a trial use contract.
- (7) The division or a procurement unit with independent procurement authority may extend a contract for a reasonable period of time without engaging in a standard procurement process, if:
- (a) the award of a new contract for the procurement item is delayed due to a protest or appeal;
 - (b) the standard procurement process is delayed due to unintentional error;
 - (c) changes in industry standards require significant changes to specifications for the procurement item;
 - (d) the extension is necessary to prevent the loss of federal funds;
 - (e) the extension is necessary to address a circumstance where the appropriation of state or federal funds has been delayed;
 - (f) the extension covers the period of time during which contract negotiations with a new provider are being conducted; or
 - (g) the extension is necessary to avoid a lapse in critical governmental services that may negatively impact public health, safety, or welfare.

Amended by Chapter 196, 2014 General Session

R33-8-101. Sole Source - Award of Contract Without Competition.

(1) Sole source procurements shall be conducted in accordance with the requirements set forth in Section 63G-6a-802, Utah Procurement Code. All definitions in the Utah Procurement Code shall apply to this Rule unless otherwise specified in this Rule. This administrative rule provides additional requirements and procedures and should be used in conjunction with the Procurement Code.

(2) A sole source procurement may be conducted if:

- (a) there is only one source for the procurement item;
- (b) the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item; or
- (c) the procurement item is needed for trial use or testing to determine whether the procurement item will benefit the procurement unit.

(3) An urgent or unexpected circumstance or requirement for a procurement item does not justify the award of a sole source procurement.

(4) Requests for a procurement to be conducted as a sole source shall be submitted in writing to the chief procurement officer or head of a procurement unit with independent procurement authority for approval.

(5) The sole source request shall be submitted to the chief procurement officer or the head of a procurement unit with independent procurement authority and shall include:

- (a) a description of the procurement item;
- (b) the total dollar value of the procurement item, including, when applicable, the actual or estimated full lifecycle cost of maintenance and service agreements;
- (c) the duration of the proposed sole source contract;
- (d) an authorized signature of the conducting procurement unit;
- (e) unless the sole source procurement is conducted under Rule R33-8-101-2(b) or (c), research completed by the conducting procurement unit documenting that there are no other competing sources for the procurement item;
- (f) any other information requested by the chief procurement officer or the head of a procurement unit with independent procurement authority; and

(6) a sole source request form containing all of the requirements of Rule R33-8-101(5) shall be available on the division's website.

(7) Except as provided in (b), sole source procurements over \$50,000 shall be published in accordance with Section 63G-6a-406.

- (a) Sole source procurements under \$50,000 are not required to be published but may be published at the discretion of the chief procurement officer or head of a procurement unit with independent procurement authority.
- (b) The requirement for publication of notice for a sole source procurement is waived:
 - (i) for public utility services;
 - (ii) if the award to a specific supplier, service provider, or contractor is a condition of a donation or grant that will fund the full cost of the supply, service, or construction item; or
 - (iii) for other circumstances as determined in writing by the chief procurement officer or head of a procurement unit with independent procurement authority.

(8) A person may contest a sole source procurement prior to the closing of the public notice period set forth in Section 63G-6a-406 by submitting the following information in writing to the chief procurement officer or head of a procurement unit with independent procurement authority:

- (a) the name of the contesting person; and
- (b) a detailed explanation of the challenge, including documentation showing that there are other competing sources for the procurement item.

(9) Upon receipt of information contesting a sole source procurement, the chief procurement officer or head of a procurement unit with independent procurement authority shall conduct an investigation to determine the validity of the challenge and make a written determination either supporting or denying the challenge.

R33-8-201. Trial Use or Testing of a Procurement Item, Including New Technology.

The trial use or testing of a procurement item, including new technology, shall be conducted as set forth in Section 63G-6a-802, Utah Procurement Code.

Date of Enactment or Last Substantive Amendment

July 8, 2014

		08/13/15	Demo/Overview
Wildlife Resources		09/07/15	Demo
Wildlife Resources		09/23/15	Demo/Training for FI's
Attorney Generals Office		09/29/15	OIS/Use of Force
Attorney Generals Office		10/07/15	OIS Training
AG Advisory Board		10/30/15	Demo
Farmington City PD		11/04/15	Demo
Heber City P.D.		11/10/15	Demo Overview
Wasatch SO		11/10/15	Demo Overview
West Bountiful		11/16/15	Demo
Investigation Division		11/18/15	Training and scenario development
South Jordan Police Department		11/23/15	Demo
Logan PD		11/24/15	Demo
Department of Public Safety/POST		11/26/15	Demo Overview
Farmington City PD		11/30/15	Training
Granite School District Police		12/04/15	Demo/Overview
Investigation Division		12/15/15	Operational Training
South Jordan Police Department		01/05/16	Demo/Overview
West Jordan PD		01/11/16	Training
House of Representatives		01/15/16	Demo and Overview
Centerville P.D.		01/21/16	Demo Overview
Diplomatic Security Service		01/21/16	training
South Jordan Police Department		01/26/16	training
Garfield County SO		01/27/16	Demo Overview
Davis SO		02/01/16	Demo Overview
Utah State P.D.		02/02/16	Training
Utah State P.D.		02/03/16	Training
South Jordan Police Department		02/04/16	Training
South Jordan Police Department		02/05/16	Training
Summit SO		02/10/16	Training
Tooele PD		02/10/16	Training
ICAC		02/17/16	Training
Tooele County SO		02/18/16	Training
SLCC Police Academy		02/19/16	Demo
Tooele County SO		02/19/16	Training
SLCPD		02/23/16	Training
Garfield County SO		02/26/16	Training
Garfield County SO		03/01/16	Training
Ogden PD TOG		03/02/16	Training
Davis SO		03/08/16	Training
Davis SO		03/08/16	Training
Stirba		03/08/16	Demo
Farmington City PD		03/10/16	Training
Davis SO		03/11/16	Training
Clinton PD		03/17/16	Demo
Heber PD		03/17/16	Training
Logan PD		03/17/16	Training
Riverdale PD		03/17/16	Training
Cottonwood Heights		03/31/16	Demo
Tremonton PD		04/05/16	Training and Demo
U of U researchers		04/08/16	Demo and Eval
Div Wildlife Resources		04/11/16	Training and CD
Insurance Fraud		04/11/16	Training and CD
Emery SO		04/12/16	Training and CD
Glock		04/18/16	Eval
Riverdale PD		04/20/16	Training
Wasatch County Attorney		04/21/16	Training
Wasatch SO		04/21/16	Training
Div Wildlife Resources		04/25/16	Training
Wasatch SO		04/28/16	Training

Tremonton PD		05/02/16	Training
Tooele PD		05/05/16	Training
Tooele PD		05/10/16	Training
Tremonton PD		05/10/16	Training
Utah House of Rep		05/10/16	Demo
Salt Lake Community College Academy		05/11/16	Demo
Tremonton PD		05/11/16	Training
West Jordan PD		05/12/16	Training
Motor Vehicle Enforcement Division		05/17/16	Training
Tooele PD		05/17/16	Training
Tooele PD		05/23/16	Training
Grantsville PD		05/24/16	Training
Insurance Fraud		05/25/16	Training
W Jordan PD		05/26/16	Training
Grantsville PD		05/31/16	Training
Park City PD		06/02/16	Training
Beaver SO		06/06/16	Training
Ephraim PD		06/07/16	Training
North Park PD		06/08/16	Training
Beaver SO		06/09/16	Training
Tooele PD		06/15/16	Training
Beaver SO		06/16/16	Training
North Park PD		06/22/16	Training
Tooele PD		06/23/16	Training
Rich SO		06/30/16	Training
FBI		07/05/16	Demo
Attorney Generals Office		07/06/16	Training
Insurance Fraud		07/06/16	Training
Utah Highway Patrol		07/07/16	Training
AG Employment Law Section		07/11/16	Training
Centerville P.D.		07/12/16	Training
Utah Highway Patrol		07/14/16	Training
ICAC		07/19/16	Training
Utah Highway Patrol		07/22/16	Training
POST		07/27/16	Training
Utah Highway Patrol		08/04/16	Training
POST		08/10/16	Training
General Reyes		08/11/16	Demo
Utah AG Education Div		08/11/16	Demo
POST		08/17/16	Training
Utah Highway Patrol		08/18/16	Training
Utah Highway Patrol		08/18/16	Training
Hurricane PD		08/23/16	Training
Utah Highway Patrol		08/25/16	Training
Miramar PD		08/29/16	Demo
Hurricane PD		08/30/16	Training
POST		08/31/16	Training
Utah Highway Patrol		09/01/16	Training
Bountiful PD		09/06/16	Demo
Davis County SO		09/06/16	Training
Div Wildlife Resources		09/14/16	Training
Park City PD		09/15/16	Training
Utah Highway Patrol		09/15/16	Training
Morgan SO		09/19/16	Demo
Utah Highway Patrol		09/22/16	Training
Park City PD		09/23/16	Training
Hurricane PD		09/27/16	Training
Bountiful PD		09/28/16	Training
West Jordan PD		10/02/16	Training
Bountiful PD		10/04/16	Training
Bountiful PD		10/05/16	Training
West Jordan PD		10/12/16	Training
West Jordan PD		10/13/16	Training
Fontana PD		10/16/16	Demo
DEA		10/17/16	Demo
West Jordan PD		10/17/16	Training
Hurricane PD		10/18/16	Training
Roy PD		10/19/16	Demo
Utah Highway Patrol		10/20/16	Training

west Jordan PD		10/26/16	Training
utah Highway Patrol		10/27/16	Training
Fox 13 News		11/01/16	Demo
Steet Smart De-escalation		11/01/16	Training
Davis County SO Honorary Colonels		11/02/16	Demo
LaVerkin PD		11/02/16	Training
Roy PD		11/02/16	Training
West Jordan PD		11/03/16	Training
Deseret News		11/04/16	Demo
Roy PD		11/08/16	Training
Morgan SO		11/16/16	Training
Hurricane PD		11/22/16	Training
Utah Department of Corrections		11/23/16	Demo
Utah Prosecution Council		11/29/16	Demo
Attorney Generals Office		12/02/16	Training
Dvision of Wildlife Resources		12/05/16	Training
Department of Natural Resources		12/12/16	Demo
Div Wildlife Resources		12/12/16	Training
FBI		12/13/16	Training
Roy PD		12/15/16	Training
Smithfield PD		12/21/16	Training
Smithfield PD		12/22/16	Training
US Marshall		12/29/16	Training
Attorney Generals Office		12/30/16	Training
Heber PD		01/05/17	Training
Springdale PD		01/11/17	Training
Heber PD		01/12/17	Training
Heber PD		01/16/17	Training
Syracuse PD		01/16/17	Training
Bountiful PD		01/17/17	Training
Springdale PD		01/17/17	Training
Davis Co. Sheriff		01/18/17	Training
Div Wildlife Resources		01/18/17	Training
Heber PD		01/19/17	Training
Sandy PD		01/23/17	Training
Div Wildlife Resources		01/24/17	Training
Div Wildlife Resources		01/25/17	Training
Legislature		01/30/17	Demo
Sandy PD		01/30/17	Training
Roy PD		02/02/17	Training
South Jordan Police Department		02/09/17	Training
Legislature		02/13/17	Demo
Price PD		02/13/17	Training
Price PD		02/14/17	Training
Union Pacific PD		02/15/17	Training
Kansas Law Enforcement Training Center		02/23/17	Demo
Congressman Stewart		02/28/17	Demo
Insurance Fraud		02/28/17	Training
Insurance Fraud		03/01/17	Training
Davis Co. Sheriff		03/08/17	Training
Davis Co. Sheriff		03/15/17	Training
Div Wildlife Resources		03/20/17	training
Cosmic Pictures		03/22/17	Demo
ICAC Regional Training Group		03/23/17	Demo
Attorney General's Office		03/28/17	Training
Utah Highway Patrol		03/29/17	Training
Salt Lake City Explorers		04/11/17	Demo
Smithfield PD		04/12/17	Training
New York City Police Department		04/13/17	Demo
Data Science		04/20/17	Demo
Salt Lake County Constable Office		04/21/17	Training
Attorney General's Office		04/27/17	Demo
Utah Council For Citizen Diplomacy		05/04/17	Demo
Grantsville PD		05/09/17	Training
Mexican AGs		05/14/17	Demo
AP&P		05/16/17	Training
Davis Co. Sheriff		05/17/17	Training
Salt Lake PD		05/24/17	Training
AP&P		05/25/17	Demo

AP&P		05/30/17	Training
VirTra - CIT Class		06/01/17	Training
Utah Highway Patrol		06/02/17	Training
URMMA		06/05/17	Demo
Grantsville PD		06/06/17	Training
Ogden PD		06/07/17	Training
LEOJ		06/08/17	Training
LEOJ		06/09/17	Training
Layton PD		06/14/17	Demo / Overview
Morgan SO		06/14/17	Training
AG Staff		06/15/17	Training
AP&P		06/20/17	Training
AP&P		06/27/17	Training
Logan PD		06/29/17	Demo / training
Attorney Generals office		07/03/17	Training
Community Leader		07/06/17	Demo
Sandy PD Explorers		07/06/17	Demo / training
AP&P		07/11/17	Training
Attorney Generals Office		07/20/17	Training
Ogden PD		07/20/17	Training
AP&P		07/25/17	Training
Beaver SO		08/01/17	Training
Beaver SO		08/02/17	Training
Div Wildlife Resources		08/14/17	Training
AP&P		08/15/17	Training
Community Leaders		08/15/17	Demo
Farmington City PD		08/15/17	Training
Ogden City Constables		08/16/17	Training
Ogden City PD		08/17/17	Training
Attorney Generals Office		08/18/17	Training
ICE		08/21/17	Training
Layton PD		08/22/17	Training
Mexican AGs		08/23/17	Demo
SLPD SWAT		08/24/17	Demo / Training
Syracuse PD		08/29/17	Demo / training
Farmington City PD		09/08/17	Training
Layton PD		09/11/17	Training
Layton PD		09/11/17	Training
Farmington City PD		09/12/17	Training
Perry PD		09/12/17	Training
Layton PD		09/13/17	Training
Morgan SO		09/13/17	Trainin
Perry PD		09/13/17	Training
Layton PD		09/14/17	Training
League of Cities and Towns		09/14/17	Demo
North Park PD		09/14/17	Demo
Div Wildlife Resources		09/15/17	Training
Sandy PD		09/19/17	Training
Office of Inspector General DHHS		09/20/17	Demo
Office of Inspector General DHHS		09/21/17	Training
Tremonton PD		09/21/17	Training
Layton PD		09/25/17	Training
Tremonton PD		09/26/17	Training
West Jordan PD		09/28/17	Training
Attorney Generals Office		10/06/17	Training
Farmington City PD		10/10/17	Training
Layton PD		10/10/17	Training
Centerville PD		10/24/17	Training
Layton PD		10/25/17	Training
Legislature		11/03/17	Training
Layton PD		11/06/17	Training
Utah State University PD		11/07/17	Training
Utah State University PD		11/08/17	Training
Farmington City PD		11/14/17	Training
Garland PD		11/16/17	Training
Diplomatic Security Services		11/20/17	Training
Farmington City PD		11/20/17	Demonstration
AG Youth Group		11/21/17	Demonstration
Street Smart De-escalation		11/27/17	Training

Summit SO		11/28/17	Training
Uintah CO SO		11/29/17	Training
Summit SO		11/30/17	Training
DWR		12/01/17	Training
Office of Inspector General Soc. Sec		12/06/17	Training
Grand CO SO		12/10/17	Training
Layton PD		12/12/17	Training
Layton PD		12/13/17	Training
Attorney Generals Office		12/14/17	Training
Logan PD		12/19/17	Training
Logan PD		12/20/17	Training
Lgan PD		12/21/17	Training
Ag Staff		12/27/17	Training
SLC Swatt		01/03/18	Training
Heber PD		01/04/18	Training
Syracuse PD		01/09/18	Training
Heber PD		01/11/18	Training
Attorney Generals Office		01/18/18	Training
Heber PD		01/18/18	Training
Springdale PD		01/24/18	Training
Heber PD		01/25/18	Training
Attorney Generals Office		01/30/18	Training
Springdale PD		01/31/18	Training
Cedar City PD		02/01/18	Training
Smithfield PD		02/01/18	Training
Community Leaders		02/06/18	Demonstration
Hurricane PD		02/06/18	Training
Attorney Generals Office		02/07/18	Training
Honorary Colonals		02/07/18	Demonstration
Perry PD		02/08/18	Training
SLC Tribune		02/08/18	Demonstration
Hurricane PD		02/13/18	Training
De-escalation U of U		02/14/18	Training
Cedar City PD		02/15/18	Training
Community Leaders		02/20/18	Demonstration
Hurricane PD		02/20/18	Training
Cedar City PD		02/22/18	Training
De-escalation U of U		02/23/18	Training
DWR		02/27/18	Training
West Jordan PD		02/27/18	Training
DWR		03/01/18	Training
West Jordan PD		03/05/18	Training
Cottonwood Heights Citizen Academy		03/07/18	Training
West Jordan PD		03/07/18	Training
West Jordan PD		03/08/18	Training
West Jordan PD		03/08/18	Training
Attorney Generals Office		03/14/18	Training
West Jordan PD		03/14/18	Training
West Jordan PD		03/15/18	Training
West Jordan PD		03/19/18	Training
Tooele PD		03/21/18	Training
Tremont School District		03/21/18	Demonstration / Training
Jordan School District		03/23/18	Demonstration / Training
Farmington PD		03/27/18	Training
Roy PD		03/28/18	Training
Tooele Co. SO.		03/29/18	Training
Union Pacific PD		04/03/18	Training
Community Leaders		04/04/18	Training
Tooele Co. SO.		04/05/18	Training
AG ICAC		04/09/18	Training
De-escalation U of U		04/09/18	Training
Legislature		04/09/18	Demostration / Training
Springdale PD		04/10/18	Training
Tooele Co. SO.		04/12/18	Training
Farmington PD		04/17/18	Training
West Jordan PD		04/19/18	Training
AG ICAC		04/23/18	Training
Asian Association		04/24/18	Demonstration / Training
West Jordan PD		05/01/18	Demonstration / Training

Tooele County School District		05/02/18	Demonstration / Training
Tooele County School District		05/03/18	Demonstration / Training
Tooele County School District		05/10/18	Demonstration / Training
Farmington PD		05/17/18	Training
UPC Prosecutors		05/17/18	Training
Community Leaders		05/21/18	Training
Community Leaders		05/21/18	Demonstration / Training
Morgan Co. SO		05/22/18	Training
Attorney Generals Office		05/23/18	Training
Adult Probation & Parole		05/24/18	Training
West Jordan PD		06/04/18	Training
Vernal Youth Group		06/08/18	Demonstration / Training
Centerville PD		06/12/18	Training
Roy PD / School Admin		06/18/18	Training
AG Children Family Justice		06/26/18	Training
Lebanese Gov. Officials		06/27/18	Demonstration / Training
Union Pacific PD		06/27/18	Training
UPC Prosecutors		06/28/18	Training
SLCC		07/02/18	Training
Adult Probation & Parole		07/03/18	Training
SLCC Post Cadets		07/06/18	Training
Cashe Co Sheriff		07/09/18	Training
Cashe Co Sheriff		07/10/18	
Attorney Generals Office		07/12/18	Training
Utah Prosecution Council		07/19/18	Training
Utah Prosecution Council		07/19/18	Training
SLCC		07/26/18	Training
Centerville City Council		07/30/18	Demonstration
UHP		07/30/18	Demostration / Training
AG Litigation Section		08/02/18	Training
AG Litigation Section		08/08/18	Training
US Department of Health & Human Services		08/09/18	Training
Davis CO. SO. SWAT		08/29/18	Training
Ag Staff		08/30/18	Training
SLCPD Explorer Group		09/11/18	Training
US Immigration Customs Enforcement		09/12/18	Training
DWR		09/13/18	Training
AG Investigators		09/26/18	Training
US Immigration Customs Enforcement		10/02/18	Training
US Immigration Customs Enforcement		10/03/18	Training
Wasatch Co. Sheriff		10/04/18	Training
US Immigration Customs Enforcement		10/09/18	Training
US Immigration Customs Enforcement		10/10/18	Training
Wasatch Co. Sheriff		10/11/18	Training
US Immigration Customs Enforcement		10/16/18	Training
US Immigration Customs Enforcement		10/17/18	Training
Wasatch Co. Sheriff		10/18/18	Training
Wasatch Co. Sheriff		10/25/18	Training
Jordan School District		10/26/18	Training
Syracuse PD		10/29/18	Training
Utah Prosecution Council		10/30/18	Training
Utah Air National Guard Security Force		10/31/18	Training
Arkansas AG's Office Demo		11/08/18	Training
AG staff		11/09/18	Training
Utah Prosecution Council		11/13/18	Training
Salt Lake Community College Cadets		11/19/18	Training
Salt Lake Community College Cadets		11/20/18	Training
Utah Prosecution Council		11/20/18	Training

Subject: Fwd: 5272 S. College Drive Expansion Space
Date: Friday, January 30, 2015 at 2:52:02 PM Mountain Standard Time
From: Spencer Austin
To: Sean Reyes
Attachments: image004.jpg, image003.gif, image002.jpg, AG - VirTra.pdf

Take a look at the drawing attached. It provides two options for the simulator. I suggest the one on the right side of the drawing as the spacing seems to work a little better. Once we tell them which space we would prefer, they will provide a cost estimate for build out and sound proofing. The VerTra rep. will be here February 17th. I forwarded his email.

Spence

----- Forwarded message -----

From: **Casey Mills** <cmills@ngacres.com>
Date: Fri, Jan 30, 2015 at 2:37 PM
Subject: 5272 S. College Drive Expansion Space
To: spenceraustin@utah.gov

Spencer,

It was good to meet you the other day. Cameron, the building's space planner/construction drawing guy you met did a quick test fit to show the simulator in the space.

I will call you to discuss this, but do you have a strong preference on which space you take if we were able to expand the smaller space to be the appropriate size?

We are happy to lease the larger space but we want to make sure it is not going to be too tight because of the column and the mechanical room for you to set up the machine.

I'll call you to get your direction on this.

Thanks

Casey Mills
Vice President-Office Division

Newmark Grubb ACRES
376 E. 400 S. #120
Salt Lake City, Ut 84111

T [801.578.5556](tel:801.578.5556)

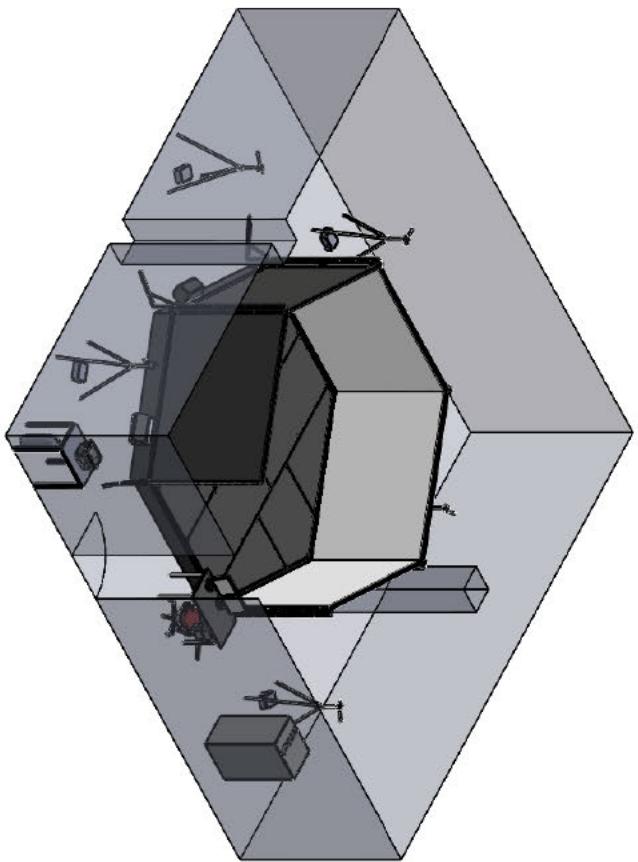
M [801.560.5755](tel:801.560.5755)

cmills@ngacres.com

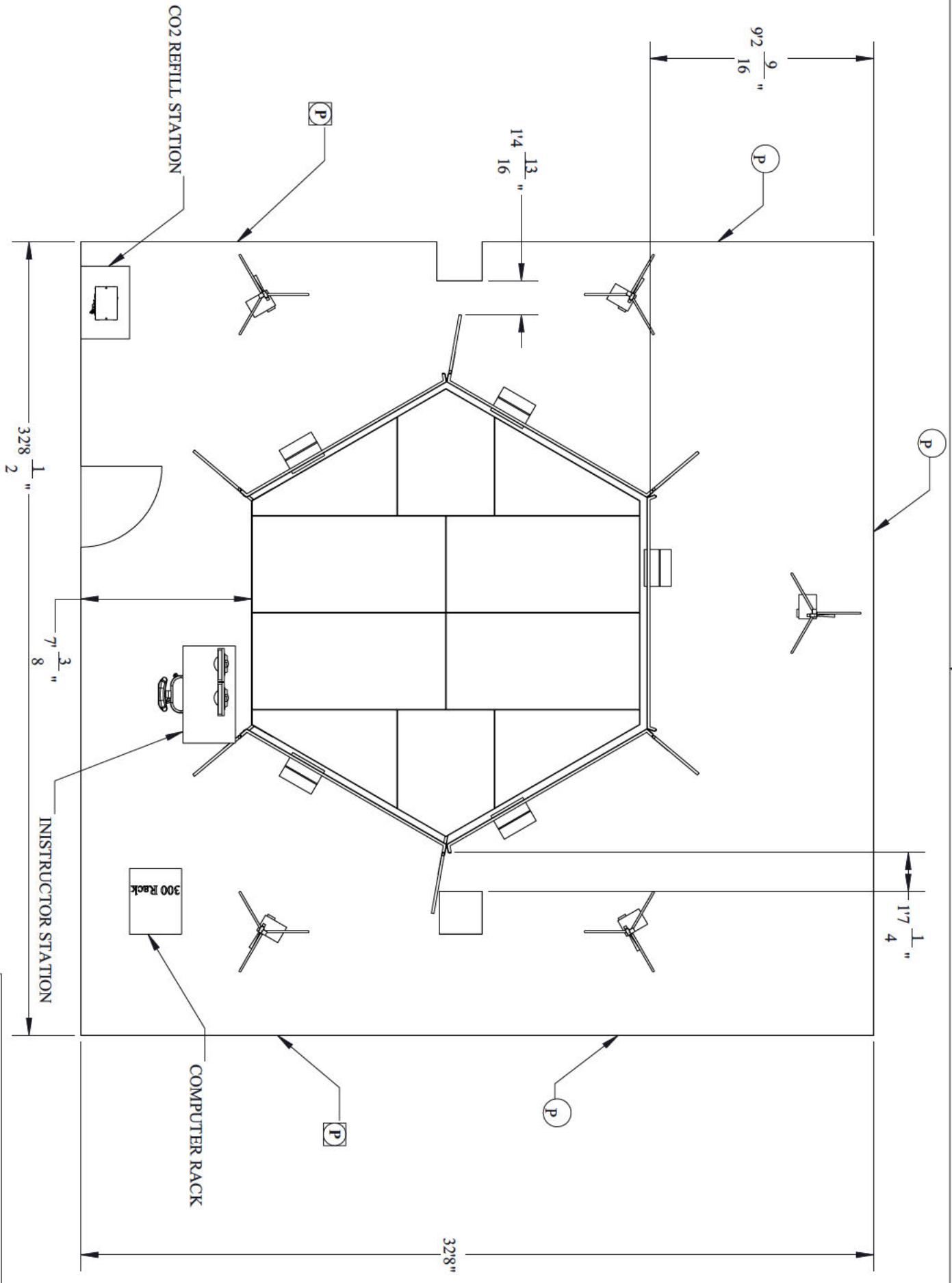
Save a Tree - Think Before You Print. Sustainably Newmark Grubb Knight Frank.

NOTE(S):

1. ELECTRICAL: REQ'D AT LEAST (2) DUAL OUTLETS EACH ON SEPARATE 20A CIRCUITS AROUND THE PERIMETER OF THE SYSTEM BASE (110V 60Hz)
2. = POWER RECEPTACLE ON WALL
3. SYSTEM NOT TO ENCOUNTER AMBIENT LIGHT DURING TRAINING OR USE
4. ROOM NEEDS ADEQUATE CLIMATE CONTROL RECOMMENDED ENVIRONMENT FOR ELECTRONICS: ~ 60°F - 75°F
5. CUSTOMER IS RESPONSIBLE FOR FOLLOWING BUILDING CODE FOR ANY MODIFICATIONS
6. APPROX. ~5'0" OF ACCESS SPACE RECOMMENDED BETWEEN SIMULATOR ENTRANCE AND OPPOSING WALL FOR INSTRUCTOR'S STATION
7. UNOBSTRUCTED ACCESS TO SIMULATOR ROOM REQUIRED
8. GIVEN DIMENSIONS IN FEET' INCHES" AND ARE SUBJECT TO CHANGE



VirTra	300 FRONT PROJECTION, REDUCED BORDER SCREEN	SHEET 1 OF 3
DRAWING NUMBER	UTAG0101	

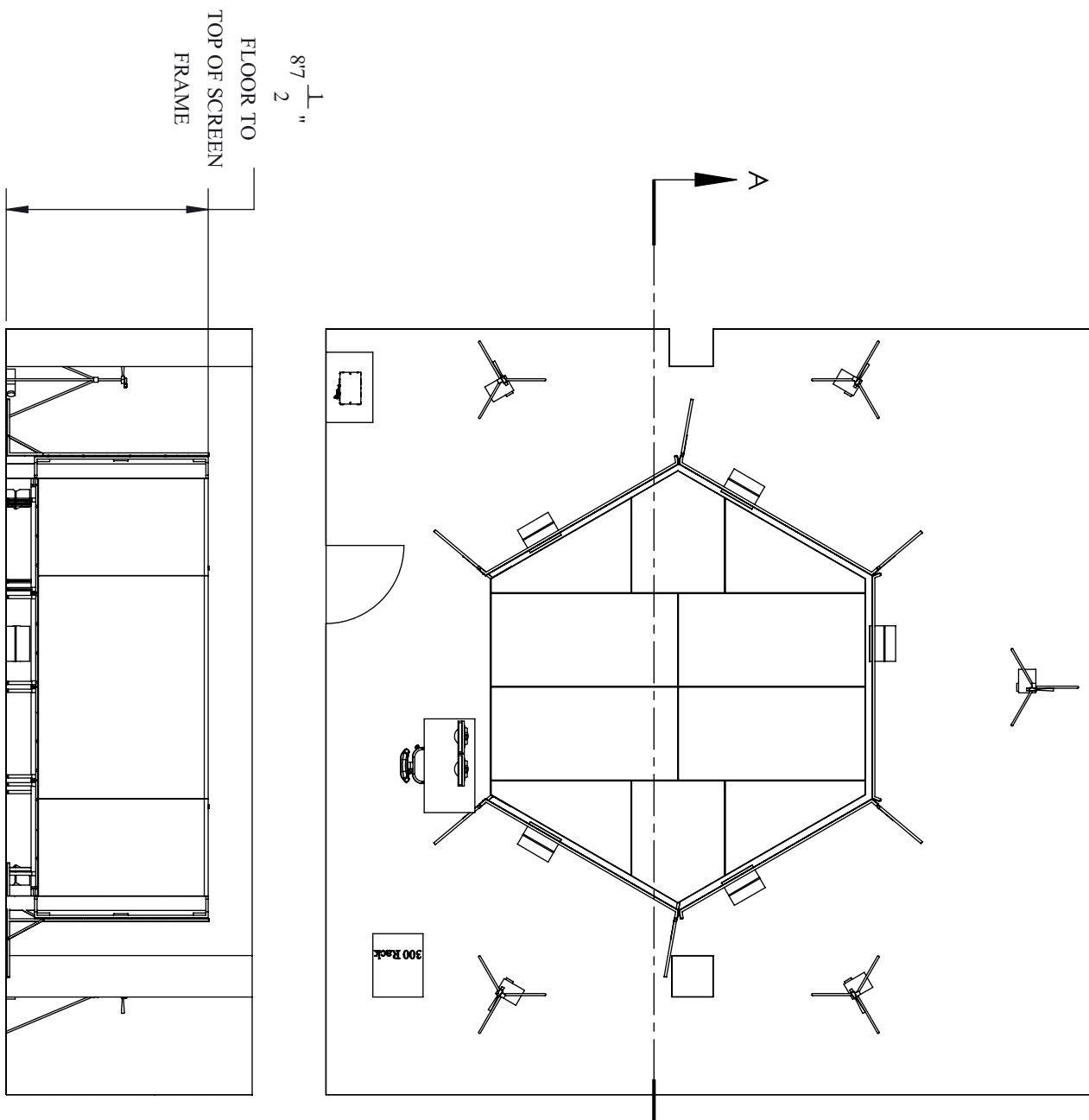


DRAWING NUMBER	UTAG101
SHEET	2 OF 3

VirTra

SECTION A-A

SCALE 1 : 85



DRAWING NUMBER	UTAG01UT01
SHEET	3 OF 3

Subject: Fwd: VirTra Simulator
Date: Friday, February 20, 2015 at 6:39:20 AM Mountain Standard Time
From: Spencer Austin
To: Sean Reyes
Attachments: Utah Attorney Generals Office VirTra 300 Quote_1.pdf, UTAG01UT01.pdf

FYI - we're moving forward. Still working on the sound proofing issues but I think we are on track to resolution.

----- Forwarded message -----

From: Nathan Mutter <nmutter@utah.gov>
Date: Thu, Feb 19, 2015 at 9:07 PM
Subject: VirTra Simulator
To: Leo Lucey <llucey@utah.gov>, Spencer Austin <spenceraustin@utah.gov>

Leo and Spence,

Attached is the bid and the drawings for the Virtra Simulator. It looks like there will be no problems fitting the simulator in the space we have. If you have any questions, please let me know. I will await your responses and get going on this as soon as you would like.

Thanks,

Nate

Subject: Fwd: RE: Floor plan for Shooting Simulator space.
Date: Thursday, April 16, 2015 at 8:28:22 AM Mountain Daylight Time
From: Spencer Austin
To: Sean Reyes
Attachments: image003.jpg, image001.jpg, image002.gif, AG - VirTra.pdf

This is moving forward slowly due to state involvement in getting the space on the first floor. Nate is doing a great job in keeping a fire under everyone so I think we are getting close.

Spence

----- Forwarded message -----

From: Nathan Mutter <nmutter@utah.gov>
Date: Wed, Apr 15, 2015 at 5:52 PM
Subject: Fwd: RE: Floor plan for Shooting Simulator space.
To: Leo Lucey <llucey@utah.gov>, Spencer Austin <spenceraustin@utah.gov>

For your information.

----- Forwarded message -----

From: "Cameron Duncan" <cduncan@ensignutah.com>
Date: Apr 15, 2015 5:22 PM
Subject: RE: Floor plan for Shooting Simulator space.
To: "Casey Mills" <cmills@ngacres.com>, "John Monson" <john@monsonconstructioninc.com>
Cc: "Dennis Light" <dlight12@gmail.com>, "Nathan Mutter" <nmutter@utah.gov>, <sxr@spectrum-engineers.com>

Team,

I spoke with Nate on the phone and here is the revised plan. I am sending it to Sara as well to get her recommendations for the new sound walls.

Cameron Duncan AICP | Associate

Main [801.255.0529](tel:801.255.0529) | Cell [801.597.6746](tel:801.597.6746)

From: Casey Mills [mailto:cmills@ngacres.com]
Sent: Wednesday, April 15, 2015 10:12 AM
To: Cameron Duncan; John Monson
Cc: Dennis Light; Nathan Mutter
Subject: RE: Floor plan for Shooting Simulator space.

Cameron,

I'll let Nate comment. Although this is close, it's my understanding from my conversation with Nate that [REDACTED]
[REDACTED]

Thanks

Casey Mills

Vice President-Office Division

Newmark Grubb ACRES
376 E. 400 S. #120
Salt Lake City, Ut 84111

T [801.578.5556](tel:801.578.5556)

M [801.560.5755](tel:801.560.5755)

cmills@ngacres.com

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From: Cameron Duncan [<mailto:cduncan@ensignutah.com>]

Sent: Wednesday, April 15, 2015 9:38 AM

To: Casey Mills; John Monson

Cc: Dennis Light; Nathan Mutter

Subject: RE: Floor plan for Shooting Simulator space.

Team,

Here is my understanding of the what the space needs to look like. I still have a few questions.

1. [REDACTED]
2. [REDACTED]
3. I have indicated adding a 'sound wall' [REDACTED]. We should address the ceiling as well.
4. Once we have finalized our layout I can send it over to Sara (sound engineer) for her to review and make recommendations.

Cameron Duncan AICP | Associate

Main [801.255.0529](tel:801.255.0529) | Cell [801.597.6746](tel:801.597.6746)

From: Casey Mills [mailto:cmills@ngacres.com]
Sent: Monday, April 13, 2015 1:49 PM
To: 'Cameron Duncan'; 'John Monson'
Cc: 'Dennis Light'; 'Nathan Mutter'
Subject: Floor plan for Shooting Simulator space.

Cameron/John,

See the attached. The first attachment (which I believe was circulated previously) shows the power requirements for the machine which John will want to take into account for the bid.

The second attachment shows roughly what changes will be needed for the space. Basically, the demising wall between the spaces needs to be shown as outlined in the second attachment. In addition to relocating the demising wall, the office on the south east portion of the larger space gets removed. All other offices remain as is. John, in the bid, we'll want you to include any appropriate sound attenuation measures based on whatever Cameron may outline.

As a heads up, I believe John is leaving out of town late this week. In order to provide a bid before he leaves town, I believe he needs any detail regarding the improvements by Wednesday morning. Otherwise, it will be a week and a half or so before I believe John will be in a position to complete a bid.

Cameron, if you can provide a revised space plan and any detail on what John should include in the bid regarding power/sound proofing by Wednesday morning, that would be very helpful.

If anybody has any questions, let me know. Otherwise we will look forward to seeing a revised floor plan from Cameron and to receiving a bid from John.

Thanks

Casey Mills
Vice President-Office Division

Newmark Grubb ACRES
376 E. 400 S. #120
Salt Lake City, Ut 84111

T [801.578.5556](tel:801.578.5556)

M [801.560.5755](tel:801.560.5755)

cmills@ngacres.com

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Subject: AG Family Night - VirTra Open House

Date: Monday, April 10, 2017 at 1:39:25 PM Mountain Daylight Time

From: William Fowlke

To: AG-ALL

All Staff

Thank you for your dedicated service to the Office of the Attorney General. We appreciate the opportunity to work alongside committed co-workers. This past year has been busy at the VirTra Training Center with over 1,100 peace officers from 60 Law Enforcement agencies participating in virtual reality simulator training. Simulator training is critical in preparing Utah's public safety officers to successfully respond to critical incidents such as domestic violence, hostage rescue, and high risk traffic stops.

We have had many staff ask about what the VirTra simulator is and what the Training Center does so we are holding an open house to demonstrate the VirTra simulator. You and members of your family, who are 14 years and older, are invited to stop by the Training Center and view a short introduction video and participate in a demonstration of this cutting edge high tech training simulator. You will have the opportunity to experience first-hand what it is like to train on a 300 degree interactive simulator and shoot on a police range.

Thank you again for your dedicated work. We look forward to the possibility of seeing you.

Open House

Date: 5/11/17 (Thursday)

Time: 3 pm - 7 pm

Location: VirTra Training Center 5272 S College Dr. (1st Floor)

Who: AG staff and family members 14 years and older

Refreshments: Light refreshments will be served

RSVP By May 4th: Will Fowlke wfowlke@utah.gov or Ken Wallentine kenwallentine@utah.gov

Note: The reason family members are requested to be 14 years or older is because the VirTra simulator is made up of vulnerable, highly complex, and sensitive electronic computers and sensors.

Subject: RE: Issue - One Sheets

Date: Monday, July 10, 2017 at 3:59:11 PM Mountain Daylight Time

From: Daniel Burton

To: Missy Larsen, Sean Reyes

Sean,

Our VirTra unit has trained about 1200 officers, deputies, agents and about 65 different agencies / organizations. This is not a complete number, but is a conservative number with which Will Fowlke and Ken Wallentine feel comfortable. They also train a number of other public leaders and policy makers that are not reflected in this number.

Thanks,

Daniel Burton

Director of Communications/Government Records

Office of the Utah Attorney General

Mobile: 801-386-6830

Follow us on Twitter @UtahAG

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From: Missy Larsen

Sent: Monday, July 10, 2017 2:08 PM

To: Sean Reyes <seanreyes@ag.utah.gov>

Cc: Daniel Burton <danburton@ag.utah.gov>

Subject: Issue - One Sheets

Here is the information you requested.

Missy W. Larsen

Chief of Staff

Utah Attorney General's Office

Subject: FW: Filming/Photography Fee
Date: Tuesday, September 26, 2017 at 4:39:05 PM Mountain Daylight Time
From: Ric Cantrell
To: Sean Reyes
Attachments: governmentevent.pdf

Update: Getting some resistance from CPB on Virtra. Not sure they are wrong, however. Working it through with Allyson Gamble and Ken W.

Ric

From: Breanna Blood [mailto:brbblood@utah.gov]
Sent: Tuesday, September 26, 2017 1:28 PM
To: Allyson Gamble <agamble@utah.gov>
Cc: Ric Cantrell <rcantrell@agutah.gov>; Ken Wallentine <kenwallentine@agutah.gov>
Subject: Re: Filming/Photography Fee

Ric,

I have attached the government event application. If you visit this link, <https://rules.utah.gov/publicat/code/r131/r131-002.htm>, you will find the definition for a "State Sponsored Activity".

(18) "State Sponsored Activity" means any event sponsored by the state that is related to official state business. Official state business does not include award ceremonies, lobbying activities, retirement parties, or similar social parties, social activities or social events. Management retreats may be considered a State Sponsored Activity if it has a supporting agenda and documentation establishing that the primary purpose of the retreat is to conduct official state business. In order to be considered a State Sponsored Activity, such activity must obtain written approval from the Executive Director and/or the Board's Budget Development and Board Operations Subcommittee.

This same link also provides this verbiage for Commercial Filming/Photography:

(c) Any photography, videotaping or filming that is for the purpose of promoting any private business purposes, including television commercials, movies and photography for business advertising, shall be required to submit a Facility Use Application, pay the required fee from the Fee Schedule approved by the Board, and the time and location must be approved by the Executive Director.

Thank you!

On Tue, Sep 26, 2017 at 1:05 PM, Allyson Gamble <agamble@utah.gov> wrote:

Breanna will send the official state of Utah business government form. As we spoke about, UHP and other agencies currently use the Capitol for their training. It's the private company and their equipment for the

training/demonstration that is different to this scenario.

We look forward to hearing back to help you coordinate.

Thank you!

Allyson

On Sep 26, 2017, at 12:28 PM, Ric Cantrell <rcantrell@agutah.gov> wrote:

Breanna and Allyson –

Thank you for the form and for making the hourly rate available. Will you also send what we would need to fill out if this were deemed an official state purpose, and the policy on how we make that determination? I'm still gathering details on this project to determine how it fits.

The purpose of the video would be to train Utah law enforcement to respond to situations at the Utah Capitol. What I don't know yet is how the video might be used for law enforcement training outside the state, or if that use would negate the state purpose. If it does, maybe they will agree to not use footage filmed here outside the state.

Thanks for your help.

Ric

From: Breanna Blood [brbblood@utah.gov]

Sent: Tuesday, September 26, 2017 11:47 AM

To: Ric Cantrell <rcantrell@agutah.gov>

Cc: Allyson Gamble <agamble@utah.gov>

Subject: Filming/Photography Fee

Ric,

Allyson asked that I reach out to you regarding your request to film in the Capitol. The hourly rate for filming in the Capitol is \$250.00. I have attached a copy of the public event application that will need to be completed and returned to me, if you do choose to utilize the Capitol for your filming needs.

Please let me know if you have any questions or concerns.

Respectfully,
Breanna Blood

--
Breanna Blood
Capitol Preservation Board
Events & Scheduling Manager
[801.410.0011](tel:801.410.0011)
brbblood@utah.gov

--
Breanna Blood
Capitol Preservation Board
Events & Scheduling Manager
801.410.0011
brblood@utah.gov



STATE CAPITOL

Government Event Application

If completing this form electronically, please save this form to your computer before typing. Once complete, click "save" again.

CONTACT

Contact Name: _____

Name of person responsible for supervising the event during set up, breakdown, cleanup and duration of event.

Phone Number(s): _____

Email: _____

Address: _____

(street, city, state, zip) _____

Secondary Contact: _____

In the event the primary contact cannot be reached

Phone Number(s): _____

Email: _____

EVENT

Event Name: _____

i.e. Smith Wedding

Event Description: _____

Requested Date: _____ Anticipated Number of People: _____

Event Start Time: _____ Event End Time: _____

Food and Beverage:

Please note: Chartwells Capitol Dining holds the food service provider contract and is the only caterer to service events in the East Senate Building Conference Center. No catering services are permitted in the White Memorial Chapel. All other event spaces must use an approved caterer. Caterers that are not currently approved must be approved no later than 60 days prior to the event.

Catering: Yes

No

Name of Caterer: _____

Information about dining services and approved caterers may be viewed at www.utahstatecapitol.utah.gov under "Other Services."

EVENT SPACE

	Space	Standard Setup
Capitol	<input type="checkbox"/> Room 105 <input type="checkbox"/> Room 160 <input type="checkbox"/> Room 170 <input type="checkbox"/> Room 210 <input type="checkbox"/> Room 250 <input type="checkbox"/> Board Room <input type="checkbox"/> Centennial Room <input type="checkbox"/> Hall of Governors <input type="checkbox"/> Presentation Room <input type="checkbox"/> Rotunda	Fixed board table, 16 chairs around table Fixed board table, 10 chairs around table Fixed board table, 14 chairs around table Fixed board table, 12 chairs around table 16 behind dias, 50 in audience Fixed board table, 20 chairs around table, 40 chairs around perimeter of room 10 square tables, 22 chairs around table No equipment provided, rentals available Fixed benches for 67 people No equipment provided, rentals available
East Senate Building	<input type="checkbox"/> Aspen Room <input type="checkbox"/> Beehive Room <input type="checkbox"/> Copper Room <input type="checkbox"/> Elk Room <input type="checkbox"/> Kletting Room <input type="checkbox"/> Olmstead Room <input type="checkbox"/> Seagull Room <input type="checkbox"/> State Room	12 rectangular tables, 46 chairs around tables 7 rectangular tables, 25 chairs around tables 12 rectangular tables, 48 chairs around tables Fixed board table, 10 chairs around table Fixed board table, 20 chairs around table Fixed board table, 22 chairs around table 7 rectangular tables, 25 chairs around tables 45 rectangular tables, 225 chairs around tables
State Office Building	<input type="checkbox"/> Auditorium <input type="checkbox"/> Conference Rm B110 <input type="checkbox"/> Conference Rm 1112	100 chairs in rows, auditorium style 10 rectangular tables, 30 chairs 6 rectangular tables, 24 chairs
Capitol Hill Complex	<input type="checkbox"/> East Plaza <input type="checkbox"/> North Plaza <input type="checkbox"/> West Plaza <input type="checkbox"/> White Memorial Chapel <input type="checkbox"/> Lawn Areas	No equipment provided, rentals available No equipment provided, rentals available No equipment provided, rentals available No equipment provided *See fee schedule

EVENT EQUIPMENT

Please select the equipment needed for your event. Equipment rentals vary according to availability and room size and are available for indoor use only. Please be sure to submit the corresponding layout diagram for your event, indicating equipment requests and placement. Individual room diagrams may be downloaded from:

<http://www.utahstatecapitol.utah.gov/index.php/scheduling/roominformation>

All diagrams should be emailed to capitalscheduling@utah.gov or faxed to 801.538.3221 no later than two weeks prior to the event. Please coordinate your setup and breakdown times with the Capitol Preservation Board (CPB) Office.

Equipment		
Equipment Name	Quantity Available	Quantity Requested
4x8 Riser	4	
Table Pedestal Round 42" & 20"	10	
Extension Cord	8	
Flag Set (State & Federal)	2	
Garbage Can	8	
Gold Chiavari Chair	200	
Gold Easel	8	
Grand Piano (available in Rotunda only)	1	
Indoor Podium w/ Mic	2	
Indoor Podium w/o Mic	1	
Microphone Stand	2	
Outdoor Podium w/ Mic	1	
Polycom Phone	2	
Power Strip	6	
6' Rectangular Banquet Table	32	
6' Round Table	50	
Stanchions (set of two)	20	
Upright Piano	2	
White Folding Chair	600	

_____ Initial

RULES

As Sponsor / Event Host, I acknowledge:

- No event may disrupt or interfere with any “Official State of Utah Business”
- Levels of audible sound generated by a group or an individual, indoors or in the North Plaza, shall not exceed 85 decibels. Other outdoor spaces follow the city noise ordinances.
- Consumption, distribution or open storage of alcohol is prohibited.
- Open flames, flammable fluids, candles with flames, burning incense, smoke, fog machines, disseminating dust, powder, glitter or confetti and explosives are prohibited.
- A gelled alcohol food warming fuel used for food preparation or warming (catering sterno) is allowed.
- Balloons are not allowed inside the Capitol Building.
- No weighted loads of any kind are to be rolled across the glass floor of the Rotunda.
- All events held in CPB managed spaces must use a caterer from the “Approved Catering List” found on the CPB website.
- No adhesive material, wire, nails, or fasteners of any kind may be used inside of any building on the Capitol Hill Complex, including but not limited to hand railings, doors, pillars, banisters, etc.
- Signs, posters, decorations, displays or other media shall be in compliance with the state law regarding pornographic and harmful materials.
- No posting or affixing of placards, banners or signs to any part of any building or on the grounds.
- No persons or items related to an event may be placed within two feet of any wall or artwork within any building on the Capitol Hill Complex.

I understand, that among the other requirements of the Rules, I:

- am responsible for damages incurred as a result of the event and will pay to have the area used restored if damage occurs;
- will indemnify and hold harmless the State of Utah for damage or loss to the State arising out of the conduct of such use or activities on the Capitol Hill Complex;
- understand the reservation is not transferable. The purpose, time and place and other conditions of the reservation may not be changed for violation of the law, violation of facility rules, or if the safety or health of persons is threatened;
- may cancel the event and receive full refund of fees and deposit (with the exception of the \$10 administrative fee) if written notice is received by the CPB office no less than 30 days prior to the scheduled event. Failure to timely cancel will result in forfeiture of any deposit and fees;
- understand all changes to the event set-up on the diagram must be submitted no later than 48 hours prior to the event. If changes are made at least 48 hours in advance, a new event diagram must be submitted;

R131-2-6

(12) ENFORCEMENT RULES

- (a) If any person or group is found to be in violation of any of the application laws and rules, a law enforcement officer or state capitol security officer may issue a warning to cease and desist from any non-complying acts. If the law enforcement or security officer observes a non-compliant act after warning, the officer may take disciplinary action including citations, fines, cancellations of event or activity, or removal from the Capitol Hill Complex.

A complete list of the above summarized rules can be found at <http://www.utahstatecapitol.utah.gov/> under Capitol Hill Complex Facility Use, Fee Schedule and Commercial Solicitations Rules as relating to the venue.

Initial _____

Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this event should notify the Capitol Preservation Board Office 48 hours prior to the event at 801.410.0011.

_____ Initial

SIGNATURE

By signing this document, I state that I have read and understand all the rules and regulations that apply to my rental of the space at the Utah State Capitol Complex. This application acts as both a permit and a contract for my event.

(The Capitol Preservation Board will not accept any unsigned applications)

Signature of Applicant: _____ Date: _____

Name (please print) _____

**Capitol Preservation Board
350 N State Street
120 State Capitol
Salt Lake City, Utah 84114
Phone: 801.410.0011
Fax: 801.538.3221
Email: capitolscheduling@utah.gov**

_____ Initial

Subject: Re: Capitol filming

Date: Wednesday, October 4, 2017 at 9:56:04 PM Mountain Daylight Time
From: Ric Cantrell
To: Ken Wallentine
CC: Sean Reyes

That is good news, Ken. Although the cap lighting will be pretty murky in the dark of the night.

The AG's Office can cover the staff member cost - but we'd also be happy to split that with DPS, if they want to partner up.

[REDACTED] Do you need more help recruiting enough volunteer extras? How about completing the paperwork with CBP?

Thanks for pushing this forward.

Ric

On Oct 4, 2017, at 9:45 AM, Ken Wallentine <kenwallentine@ag.utah.gov> wrote:

Ric,

I think that we have nearly closed the agreement on Capitol filming on the evening and night of November 3. VirTra is willing to pay the hourly fee, but asks that we pay for the facilities staff member (\$50.00 per hour). The Cap Pres Board isn't requiring additional costs for security. In addition to the normal Highway Patrol capitol security, we will have [REDACTED] [REDACTED] uniformed UHP Troopers and a supervisor and [REDACTED] Special Agents of the Utah Attorney General Investigation Division. Plus, some of the extras are plainclothes Special Agent. The bottom line is that the Capitol will be full of cops, at least for 8-10 hours. Colonel Rapich and Captain Blair have been great helps.

We plan on starting to set up after 6 p.m. on Friday night, November 3 and filming through the night until done. We're planning to be done by 3 or 4 a.m.

I'll be enlisting a number of volunteer extras for various scenarios. We'll most use cops and cop families. But if you want a unique family experience, let me know.

Thank you for your help on this important mission (and the associated wild cat herding).
Ken

Subject: VirTra shoot report

Date: Saturday, November 4, 2017 at 5:44:13 PM Mountain Daylight Time

From: Ken Wallentine

To: Ric Cantrell, Sean Reyes, Leo Lucey, Nathan Mutter

CC: William Fowlke

We started our long week at 5 AM last Sunday and finished just after 5 AM this morning. We completed a very full schedule. Typically, virtual create five new scenarios, plus one major multi branch/multi script scenario. This week we did two major scenarios, and active terrorist shooting at Daniels Summit resort and violent protesters at the Utah State Capitol. Additionally, we completed six multi-branch scenarios.

The VirTra Staff were very impressed with all of our police extras and support. Our staff, coupled with the Heber Police Department, Wasatch County sheriffs office and Utah Highway Patrol, really came through. The VirTra producers told me that they had never had an agency support like this, where all of the commitments were completely met. Will Fowlke pulled a bit of a rabbit out of a hat in the middle of the night last night when one of the stage lights failed. Who knew that he would have the right contact to call and get a replacement light to the Capitol in time to finish the production. Nathan Mutter did a great job of learning his children, plus some borrowed children, for one of our vital scenarios.

The highway patrol folks were very pleased with their opportunities. I have agreed to do the cover article for the next issue of their magazine on the subject of filming the scenarios and helping train in communication and de-escalation skills in the State Capitol scenarios. Will did a great job of getting some excellent pictures for me to include in the magazine.

Thank you for the great support from the administration. The police agencies with whom we worked we're very grateful to have the opportunity. It would not of been possible without your help. Thank you.

Subject: requested talking points
Date: Monday, July 9, 2018 at 11:33:21 AM Mountain Daylight Time
From: Ken Wallentine
To: Sean Reyes, Spencer Austin, Ric Cantrell
CC: Leo Lucey
Attachments: Educators, Prosecutors and VirTra.pdf

General.

As a follow-up to our discussion last week, attached is the promised summary of what we're doing with educators and prosecutors. This will give you some ideas in promoting VirTra among educators and attorneys (and public officials generally) that fits well with our mission.

Ken

Educators

- We invite principals, counselors and teachers to participate in two-hour sessions with their assigned School Resource Officer. Several dozen education professionals from the Jordan School District and Tooele School District have already attended.
- The objective is not to train teachers to face an active shooter, but to begin a robust and candid dialogue about the level of preparation in the school, awareness of the SRO (and responding officers) roles and some practical suggestions for rapid action steps to protect students and staff. The discussions at every session are very informative and rewarding.
- Educators take the role of officers in scenarios, then debrief with Attorney General staff and the local deputy/officer that works in their school.

Public Attorneys

- In cooperation with the Utah Prosecution Council, prosecutors and civil attorneys participate in a 90-minute active learning session providing fundamental information about reviewing an officer-involved shooting.
- Attorneys participate in scenarios, then discuss human factors and issues of perceptual distortion, auditory exclusion, tunnel vision and how such factors impact a screening decision and the civil defense of an officer-involved shooting. Attorneys learn from an instructor who has helped defend dozens of officer-involved shootings and other critical force incidents in both state and federal courts across the nation.
- Utah Bar members can receive 1.5 hours of CLE. Attorney General staff have created the necessary lesson plans and supporting materials to comply with MCLE Rules.
- The class has required doubling the scheduled sessions due to overwhelming popularity.

Feedback from educators

Given the opportunity to experience VirTra training, *I have a greater appreciation of the stress, demands, and split-second decision making that our law enforcement teams are faced with on a daily basis.* Both Will and Ken were willing to answer any questions we had and seamlessly tied our

experience back to education to make it applicable to the daily interactions with our students.

This was one of the most eye-opening trainings I have ever been to. I would pay \$100 out of my own pocket to do it again. I got to see how I reacted under extreme pressure and it made me think about a live shooter scenario in a whole new light.

The VirTra training simulator is amazing. It gave me a firsthand glimpse into the difficult work of law enforcement. I have an even greater respect for police officers.

Feedback from public attorneys

I recently attended the VirTra training conducted by Ken Wallentine and William Fowlke of the AG's office. I can't think of a training that I have had the last several years that has impacted me more. I was shocked by the sense of realness that the simulator provides. I walked away with a completely new and deeper appreciation for the host of complex issues facing an officer when he/she is involved in an interaction that leads to an officer involved shooting. Ken and Will provided excellent instruction and insight. *Every prosecutor should attend this training!*

I was able to attend VirTra and found it very useful, informative and fun. I think I expected it to give me the perspective of officers, but did not realize how immersive it is. I definitely had "tunnel vision" and was surprised at my reluctance in shooting obvious bad guys. The situations were intense and really put me in the shoes of officers. *Ken's information was great and gave me, as a City Attorney, tons of information regarding these situations as far as potential liability.*

Wow, Wow, Wow! The VIRTRA was an amazing experience! The technology and the real-to-life scenarios made for a heart pumping, adrenalin filled experience. You really get a feel of what police officers experience regularly. Ken brings it all home with discussions of how these situations affect police officers and how that could impact your job as a prosecutor. Highly recommended!

Attending lectures and reading literature about officer-involved shootings will never replicate what you will learn by going through the VIRTRA training and I 100% recommend it to everyone. The VIRTRA training was a truly awesome experience. It was amazing how much I learned, from both the simulator itself and from discussions with Ken, in an hour and half (which absolutely flew by). Getting to experience just a portion of what police officers have to deal with in making split-second decisions regarding the use of force is something that will always stick with me. The simulator was amazing, and on a personal level, it was eye-opening at how much seemingly basic information I missed when reviewing the scenarios after running through them.

The VirTra training with Ken Wallentine and Will Fowlke was AWESOME! I was amazed at how real the scenarios were and how lifelike it felt. It was an experience that I would highly recommend to anyone! It was extremely helpful in trying to understand what our officers go through when involved in shootings.